IDAHO

## Idaho Division of Purchasing

## Statewide Blanket Purchase Order

**Purchase Order Summary**

| | |
|---|---|
| **Purchase Order Name:** | SBPO17200451 2020-2021 |
| **Contract Number:** | SBPO17200451 |
| **Contract Value:** | 660,000.00 USD |
| **Purchase Order Date:** | 2/26/2020 |
| **Submitted By:** | Jason Urquhart |

| | |
|---|---|
| **Service Start Date:** | 3/1/2020 12:00 AM |
| **Service End Date:** | 2/28/2021 11:59 PM |

# Instructions

SBPO17200451, 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: 3/1/17 – 2/28/18. Estimated annual amount: $1,200,000.00.
Amendment 1 value: $0.00.
Contract first renewal period: 3/1/18 – 2/28/19. Estimated annual amount: $1,000,000.00.
Contract second renewal period: 3/1/19 – 2/29/20. Estimated annual amount: $1,000,000.00.
Contract third renewal period: 3/1/20 – 2/28/21. Estimated annual amount: $660,000.00.
Total estimated contract value: $3,860,000.00.

**Supplier**

MEADOW GOLD DAIRY
1301 W. BANNOCK ST
BOISE
ID, 50219

| | |
|---|---|
| **Phone:** | +1 800-752-4686 |
| **Fax:** | +1 208-345-7697 |
| **Email:** | brandy_bengoechea@deanfoods.com |

**Shipping Details**

**Ship FOB:** Destination, Prepaid

IDAHO

**Bill To Address**

As detailed in sourcing event or contract instructions

**Ship To Address**

As detailed in sourcing event or contract instructions

**Payment Details**

**Payment Terms:** Net 30

**Special Instructions:**

**Internal Comments:**

**Signature:** Jason Urquhart

Jason R. Urquhart

Digitally signed by Jason R. Urquhart
Date: 2020.02.26 13:52:46 -07'00'

**Signed By:** _____

# State of Idaho

Department of Administration
**Division of Purchasing**

**BRAD LITTLE**
Governor
**D. KEITH REYNOLDS**
Director
**STEVE BAILEY**
Administrator

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov


February 21, 2020

Meadow Gold Dairy
Attn: Brandy Bengoechea

VIA E-MAIL TRANSMISSION
brandy_bengoechea@deanfoods.com

RE: Renewal of Contract SBPO17200451, a Contract for Milk for the various State of Idaho Agencies, Institutions, and Departments
Expiring 2/29/2020

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

The contract renewal period is March 1, 2020 to February 28, 2021. 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 R. Urquhart Digitally signed by Jason R. Urquhart Date: 2020.02.21 07:55:42 -07'00'
Jason Urquhart
Idaho Division of Purchasing

APPROVED: X YES ____ NO

COMPANY: Meadow Gold

BY: Brandy Bengoechea
(Signature)

BRANDY BENGOECHEA
(Printed Name)

Date: 2-25-20

UPDATED CONTACT INFORMATION for SBPO17200451:

| | |
|---|---|
| Contact Name | |
| Title | |
| Address | |
| | |
| Phone | |
| Fax | |
| E-mail | |

IDAHO

State of Idaho

# CHANGE ORDER - 03

PLEASE DO NOT DUPLICATE THIS ORDER.

## Change Order Summary

| | |
|---|---|
| **Purchase Order Number:** | SBPO17200451 |
| **Account Number:** | AC-1 |
| **Revision Number:** | 03 |
| **Change Order Date:** | November 26, 2018 |
| **Service Start Date:** | March 1, 2019 |
| **Service End Date:** | February 29, 2020 |
| **Payment Method:** | Invoice |
| **Payment Terms:** | NET30 |
| **Currency** | USD |
| **FOB Instruction:** | Destination |
| **Attachment(s):** | **ChangeLog.htm** :Purchase Order Change |

## Supplier

Brandy Bengoechea
MEADOW GOLD DAIRY
1301 W. BANNOCK ST
BOISE, ID 83702
**Phone:** 800 752-4686

**Fax:** 208 345-7697

**Email:** brandy_bengoechea@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

SBPO17200451, 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: 3/1/17 – 2/28/18. Estimated annual amount: $1,200,000.00.

Amendment 1 value: $0.00.
Contract first renewal period: 3/1/18 – 2/28/19. Estimated annual amount: $1,000,000.00.
Contract second renewal period: 3/1/19 – 2/29/20. Estimated annual amount: $1,000,000.00.
Total estimated contract value: $3,200,000.00.

**Items**

| Supplier Part Number | Quantity | Back Order | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | 1.00 | 0 | ANN | 1,000,000.00 | $1,000,000.00 |

**Item Description** #1

Contract renewal period: March 1, 2019 through February 29, 2020.

**Delivery Date:** March 01, 2017
**Shipping Method:** Delivery
**Shipping Instructions:**
**Ship FOB:** Destination
**Attachment(s)**
**Special Instructions:**

| | |
|---|---|
| **Sub-Total (USD)** | $1,000,000.00 |
| **Estimated Tax (USD)** | $0.00 |
| **TOTAL: (USD)** | $1,000,000.00 |

**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**

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

October 22, 2018

Meadow Gold Dairy
Attn: Brandy Bengoechea

VIA E-MAIL TRANSMISSION
Brandy_Bengoechea@deanfoods.com

RE: Renewal of Contract SBPO17200451, a Contract for Milk for the various State of Idaho Agencies, Institutions, and Departments
Expiring 2/28/2019

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

The contract renewal period is March 1, 2019 to February 29, 2020. 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 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

Contractor agrees to the terms detailed above:

COMPANY: Meadow Gold Dairy

BY: Brandy Bengoechea
(Signature)

Brandy Bengoechea
(Printed Name)

DATE: 10/22/2018

UPDATED CONTACT INFORMATION for SBPO17200451:

| | |
|---|---|
| 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:** | SBPO17200451 |
| **Account Number:** | AC-1 |
| **Revision Number:** | 02 |
| **Change Order Date:** | January 11, 2018 |
| **Service Start Date:** | March 1, 2018 |
| **Service End Date:** | February 28, 2019 |
| **Payment Method:** | Invoice |
| **Payment Terms:** | NET30 |
| **Currency** | USD |
| **FOB Instruction:** | Destination |
| **Attachment(s):** | ChangeLog.htm :Purchase Order Change |

## Supplier

Brandy Bengoechea
MEADOW GOLD DAIRY
1301 W. BANNOCK ST
BOISE, ID 83702
**Phone:** 800 752-4686

**Fax:** 208 345-7697

**Email:** brandy_bengoechea@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

SBPO17200451, 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: 3/1/17 – 2/28/18. Estimated annual amount: $1,200,000.00.

Amendment 1 value: $0.00.
Contract first renewal period: 3/1/18 – 2/28/19. Estimated annual amount: $1,000,000.00.
Total estimated contract value: $2,200,000.00.

**Items**

| Supplier Part Number | Quantity | Back Order | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | 1.00 | 0 | ANN | 1,000,000.00 | $1,000,000.00 |

**Item Description** #1

Contract renewal period: March 1, 2018 through February 28, 2019.

**Delivery Date:** March 01, 2017
**Shipping Method:** Delivery
**Shipping Instructions:**
**Ship FOB:** Destination
**Attachment(s)**
**Special Instructions:**

| | |
|---|---|
| **Sub-Total (USD)** | $1,000,000.00 |
| **Estimated Tax (USD)** | $0.00 |
| **TOTAL: (USD)** | $1,000,000.00 |

**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

January 10, 2018

Meadow Gold Dairy
Attn: Brandy Bengoechea

VIA E-MAIL TRANSMISSION
brandy_bengoechea@deanfoods.com

RE: Renewal of Contract SBPO17200451, a Contract for Milk for the various State of Idaho Agencies, Institutions, and Departments
Expiring 2/28/2018

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

The contract renewal period is March 1, 2018 to February 28, 2019. 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: 1.11.2018

UPDATED CONTACT INFORMATION for SBPO17200451:

| | |
|---|---|
| Contact Name | |
| Title | |
| Address | |
| | |
| Phone | |
| Fax | |
| E-mail | |

IDAHO

State of Idaho

# CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

## Change Order Summary

| | |
|---|---|
| **Purchase Order Number:** | SBPO17200451 |
| **Account Number:** | AC-1 |
| **Revision Number:** | 01 |
| **Change Order Date:** | October 25, 2017 |
| **Service Start Date:** | March 1, 2017 |
| **Service End Date:** | February 28, 2018 |
| **Payment Method:** | Invoice |
| **Payment Terms:** | NET30 |
| **Currency** | USD |
| **FOB Instruction:** | Destination |
| **Attachment(s):** | ChangeLog.htm :Purchase Order Change |

## Supplier

Brandy Bengoechea
MEADOW GOLD DAIRY
1301 W. BANNOCK ST
BOISE, ID 83702
**Phone:** 800 752-4686

**Fax:** 208 345-7697

**Email:** brandy_bengoechea@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

SBPO17200451, Milk for Idaho Institutions for the State of Idaho (the "Contract") is amended effective October 25, 2017. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

SBPO17200451 is amended per the attached document with the heading "Amendment No. One (1) to Contract Number SBPO17200451 for Milk for Idaho Institutions" (document file name "SBPO17200451 AM 1.pdf").

NO OTHER CHANGES NOTED.

Contract History:
Contract initial term: 3/1/17 – 2/28/18. Estimated annual amount: $1,200,000.00.

Amendment 1 value: $0.00.
Total estimated contract value: $1,200,000.00.

| Items | | | | | |
|---|---|---|---|---|---|
| Supplier Part Number | Quantity | Back Order | Unit | Unit Price | Total |
| | 1.00 | 0 | ANN | 1,200,000.00 | $1,200,000.00 |

**Item Description** #1

Contract initial term: March 1, 2017 through February 28, 2018.

**Delivery Date:** March 01, 2017
**Shipping Method:** Delivery
**Shipping Instructions:**
**Ship FOB:** Destination
**Attachment(s)**
**Special Instructions:**

| | |
|---|---|
| **Sub-Total (USD)** | $1,200,000.00 |
| **Estimated Tax (USD)** | $0.00 |
| **TOTAL: (USD)** | $1,200,000.00 |

**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

Amendment No. One (1)
to
Contract Number SBPO17200451
for Milk for Idaho Institutions

**Parties:** The Division of Purchasing "DOP"

and

Meadow Gold Dairy "Contractor"

**Recitals:**

A. The Parties entered into a Contract (Contract Number SBPO17200451) for the Purchase of Milk (the "Contract"), effective March 1, 2017.

B. The Idaho Department of Correction identified that its process has changed regarding how the Contractor pays for background checks, which is covered in Contract section 12 (Special Contract Requirements – By Agency), 12.1 (Idaho Department of Correction), 12.1.1 (Contract Employees). Therefore, DOP finds a need to amend the Contract.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. See Contract section 12.1.1 (Contract Employees). Contract sections 12.1.1 through 12.1.1.3 are deleted in their entirety and replaced with the following:

"12.1.1Contract Employees

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

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

12.1.1.1.2 Fingerprinting completed by the IDOC and sent to Idaho State Police for a more thorough criminal investigation. This process must be completed by each delivery employee of the Contractor prior to assignment at an IDOC facility, and at least every three years thereafter, or more frequently as requested by IDOC.

12.1.1.1.3 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 IDOC will issue preliminary approval for an employee to enter/deliver to its Institutions after completion and clearance of the criminal investigation and after the urinalysis results have been received. The fingerprints must be completed within thirty (30) calendar days of receipt of this initial approval.

The Contractor shall be responsible for all fees associated with the NCIC investigations and fingerprinting investigations. The total amount for the above processes is currently forty-five dollars ($45.00) per individual. The IDOC will bill the Contractor a minimum of quarterly for all NCIC and fingerprint investigation requests submitted by the Contractor during the billing period, irrespective of the approval status of the investigations. The Contractor must pay the invoice in full to the IDOC within thirty (30) calendar days of the IDOC issuing the invoice.

At the beginning of the Contract, the Contractor must submit a list of all staff that will be providing deliveries to IDOC Institutions. These individuals will be required to provide data for a current NCIC Background investigation, fingerprints and urinalysis within two (2) weeks after the Service Start Date of the Contract. All future employees that will be delivering to IDOC Institutions will be required to provide this information before being allowed to work on the Contract (as described previously).

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

12.1.1.2 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 by the IDOC. The Contractor, upon written request by the IDOC, will remove and replace any employee (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 an 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 providing deliveries to IDOC Institutions, 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 providing deliveries to IDOC Institutions; however, the IDOC's final decision shall stand.

12.1.1.3 Ex-Offenders and Families of Ex-Offenders

The Contractor must provide written notification to the IDOC 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 IDOC's contract providers, the IDOC reserves the right to exclude those individuals from working on any IDOC portion of the Contract 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 two (2) weeks after the Service Start Date of the Contract."

2. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.

3. This Amendment is effective upon the date of the last signature. In no event will this Amendment be effective until executed by DOP.

**CONTRACTOR**

**Meadow Gold Dairy**

**By:** _____
**Brandy Bengoechea,**
**General Sales Manager**

**Date:** 10/24/17

**THE STATE OF IDAHO**

**Division of Purchasing**
**Department of Administration**

**By:** _____
**Jason Urquhart, Purchasing Officer**

**Date:** 10/25/17

IDAHO

State of Idaho

# State Wide Blanket Purchase Order

## Purchase Order Summary

**Purchase Order Number:** SBPO17200451

**Account Number:** AC-1

**Purchase Order Date:** January 26, 2017

**Service Start Date:** March 1, 2017

**Service End Date:** February 28, 2018

**Payment Method:** Invoice

**Payment Terms:** NET30

**Currency** USD

**FOB Instruction:** Destination

**Attachment(s):**

## Supplier

Brandy Bengoechea
MEADOW GOLD DAIRY
1301 W. BANNOCK ST
BOISE, ID 83702
**Phone:** 800 752-4686

**Fax:** 208 345-7697

**Email:** brandy_bengoechea@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

Contract for Milk for Idaho Institutions 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, and other authorized entities. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis. This Contract is to be drawn upon as requested by participating agencies for the period noted above and may be renewed for six (6) additional one (1) year renewal periods subject to mutual, written agreement between the parties.

Contract Usage Type:.....Open Contract. Public Agency Clause: .....Yes.

NOTICE TO CONTRACTOR: This notice of award is NOT an order to ship. Purchase orders against this SBPO Contract will be furnished by the Ordering Agency on whose behalf this Contract is made.

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

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

1. The Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document (including the state of Idaho's letter to Meadow Gold Dairies dated January 6, 2017).
3. The Contractor's signed Bid (including Meadow Gold Dairies' January 6, 2017 letter in response to the state of Idaho's letter dated January 6, 2017).

| Items | | | | | |
|---|---|---|---|---|---|
| Supplier Part Number | Quantity | Back Order | Unit | Unit Price | Total |
| | 1.00 | 0 | ANN | 1,200,000.00 | $1,200,000.00 |

**Item Description** #1

Contract initial term: March 1, 2017 through February 28, 2018.

**Delivery Date:** March 1, 2017
**Shipping Method:** Delivery
**Shipping Instructions:**
**Ship FOB:** Destination
**Attachment(s)**
**Special Instructions:**

| | |
|---|---|
| **Sub-Total (USD)** | $1,200,000.00 |
| **Estimated Tax (USD)** | $0.00 |
| **TOTAL: (USD)** | $1,200,000.00 |

**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

SIGNATURE PAGE for Use with a Manually Submitted Invitation to Bid (ITB) or Request for Proposal (RFP) Response

Bids or proposals and pricing information shall be typewritten or handwritten in ink. Originals and copies of the bid or proposal shall be submitted in accordance with the solicitation documents. MANUALLY SUBMITTED BIDS/PROPOSALS MUST INCLUDE THIS SIGNATURE PAGE WITH THE ORIGINAL SIGNATURE (INK or ELECTRONIC SIGNATURE) OF AN INDIVIDUAL AUTHORIZED TO BIND THE SUBMITTING VENDOR.

NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

The words "SEALED BID" and the bid number must be noted on the outside of your SEALED BID package. To insure that your SEALED BID is handled properly, label the exterior of your package as follows:

| | |
|---|---|
| **"SEALED BID"** | BUYER: [name of the RFP or ITB Lead]<br>SEALED BID FOR: [title of solicitation]<br>BID NUMBER: [ITB# or RFP#]<br>CLOSES: [Closing Date] |

Send your sealed bid package via USPS to: Division of Purchasing
PO Box 83720
Boise, ID 83720-0075

FedEx, UPS or other Couriers/Hand Deliver: Division of Purchasing
650 West State Street B-15
Boise, ID 83702

This ITB or RFP response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions and requirements contained in the solicitation, including, but not limited to, the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this ITB or RFP was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned, I certify I am authorized to sign and submit this response for the Bidder/Offeror. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

**BID Number: ITB17000451** **BID Title: Milk for Idaho Institutions (for the State of Idaho)**

BIDDER/OFFEROR (Company Name) **Meadow Gold Dairies**

ADDRESS **1301 West Bannock Street**

CITY, ST, ZIP **Boise, Idaho 83707**

PHONE: **(208) 343-3671** FAX **(208) 345-7697** FEIN: _____

E-Mail **brandy_bengoechea@deanfoods.com**

**THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC SIGNATURE, AND RETURNED WITH YOUR MANUALLY SUBMITTED BID OR PROPOSAL.**

Brandy Bengoechea
Original Signature (Manually Signed in Ink or Electronic Signature)

12-20-2016
Date

Brandy Bengoechea
Printed Name

General Sales Manager
Title

# Milk for Idaho Institutions

**Bidders must complete the green highlighted cells only. All other cells are locked.**

**(Note: The maximum allowed decimal places is four. If the bidder enters more decimal places than that, then they will be rounded up.)**

**(Note: The numbers listed in the "Estimated Annual Quantity Per Each" column are numbers that Agencies identified as of the issuance of the Invitation to Bid.)**

| LINE ITEM # | DESCRIPTION | Unit of Measure to Bid | Estimated Annual Quantity Per Each | Price per Unit of Measure | Extended Total Cost |
|---|---|---|---|---|---|
| 1 | **Whole Milk Bulk Pack (5 gal) Fresh Cows Milk, Pasteurized and Fortified with Vitamins A and D added (In 5 gal. Bag-in-box/bladder for dispenser).** | 5 Gallon | 1,825 | $ 18.5515 | $ 33,856.49 |
| | **Enter your case size information and Bidder's order number here:** | Meadow Gold Whole Milk 1/5 gallon Item #: 40001 (10% delivery charge to all schools) | | | |
| 2 | **2% Milk Bulk Pack (5 gal) Fresh Cows Milk, 2% Butterfat, Pasteurized and Fortified with Vitamins A and D added. (In 5 gal. Bag-in-box or bladder for dispenser).** | 5 Gallon | 870 | $ 16.7089 | $ 14,536.74 |
| | **Enter your case size information and Bidder's order number here:** | Meadow Gold Viva 2% 1/5 gallon Item # 40014 (10% delivery charge to all schools) | | | |
| 3 | **Skim Milk Bulk Pack (5 gal) Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added (In 5 gal. Bag-in-box/bladder for dispenser).** | 5 Gallon | 500 | $ 15.9091 | $ 7,954.55 |
| | **Enter your case size information and Bidder's order number here:** | Meadow Gold Viva Skim 1/5 gallon Item# 26583 (10% delivery charge to all schools) | | | |
| 4 | **Whole Milk Bulk Pack (1 gal) Fresh Cows Milk, Fortified with Vitamins A and D added (In 1 gal. container).** | 1 Gallon | 250 | $ 2.9845 | $ 746.13 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure Whole Milk 4/1 gallon Item # 52066 (10% delivery charge to all schools) | | | |
| 5 | **2% Milk Bulk Pack (1 gal) Fresh Cows Milk, 2% Butterfat, Pasteurized and Fortified with Vitamins A and D added. (in 1 gal. container).** | 1 Gallon | 900 | $ 2.9150 | $ 2,623.50 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure 2% Milk 4/1 gallon Item # 52073 (10% delivery charge to all schools) | | | |
| 6 | **1% Milk Bulk Pack (1 gal) Fresh Cows Milk, 1% Butterfat, Pasteurized and Fortified with Vitamins A and D added. (In 1 gal. container).** | 1 Gallon | 112,000 | $ 2.6724 | $ 299,308.80 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure 1% Milk 4/1 gallon Item # 52072 (10% delivery charge to all schools) | | | |

# Milk for Idaho Institutions

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**(Note: The numbers listed in the "Estimated Annual Quantity Per Each" column are numbers that Agencies identified as of the issuance of the Invitation to Bid.)**

| LINE ITEM # | DESCRIPTION | Unit of Measure to Bid | Estimated Annual Quantity Per Each | Price per Unit of Measure | Extended Total Cost |
|---|---|---|---|---|---|
| 7 | **Skim Milk Bulk Pack (1 gal) Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added (In 1 gal. container).** | 1 Gallon | 760 | $ 2.4718 | $ 1,878.57 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure Skim Milk 4/1 gallon Item # 52071 (10% delivery charge to all schools) | | | |
| 8 | **1% Chocolate Milk Bulk Pack (1 gal) Fresh Cows Milk, 1% Butterfat, Pasteurized and Fortified with Vitamins A and D added. (In 1 gal. container).** | 1 Gallon | 145 | $ 2.8691 | $ 416.02 |
| | **Enter your case size information and Bidder's order number here:** | TruMoo 1% Chocolate Milk 4/1 gallon Item # 50519 (10% delivery charge to all schools) | | | |

# Milk for Idaho Institutions

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**(Note: The numbers listed in the "Estimated Annual Quantity Per Each" column are numbers that Agencies identified as of the issuance of the Invitation to Bid.)**

| LINE ITEM # | DESCRIPTION | Unit of Measure to Bid | Estimated Annual Quantity Per Each | Price per Unit of Measure | Extended Total Cost |
|---|---|---|---|---|---|
| 9 | **Whole Milk Bulk Pack Fresh Cows Milk, Fortified with Vitamins A and D added (In 1 gal. container).** | 1/2 Gallon (64 oz.) | 150 | $ 1.7261 | $ 258.92 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure Whole Milk 9/Half Gallons Item # 52069 (10% delivery charge to all schools) | | | |
| 10 | **Buttermilk - 1% Butterfat, Vitamins A & D added, no additional preservatives or chemicals added to milk products to extend shelf life.** | 1/2 Gallon (64 oz.) | 755 | $ 1.7963 | $ 1,356.21 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure Meadow Gold 1% Buttermilk 9/Half Gallons: Item # 21143 (10% delivery charge to all schools) | | | |
| 11 | **1% Chocolate Milk Bulk Pack Fresh Cows Milk, 1% Butterfat, Pasteurized and Fortified with Vitamins A and D added.** | 1/2 Gallon (64 oz.) | 195 | $ 1.7645 | $ 344.08 |
| | **Enter your case size information and Bidder's order number here:** | TruMoo 1% Chocolate Milk 9/Half Gallons Item # 50461 (10% delivery charge to all schools) | | | |
| 12 | **Half and Half Grade A pasteurized Pint size, no additional preservatives or chemicals added to milk products to extend shelf life** | Pint (16 oz.) | 2,000 | $ 0.8329 | $ 1,665.80 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure H&H 28/PT Item # 57071 (10% delivery charge to all schools) | | | |
| 13 | **1% Milk Fresh Cows Milk, 1% Butterfat, Pasteurized and Fortified with Vitamins A and D added.** | Pint (16 oz.) | 125,000 | $ 0.4256 | $ 53,200.00 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure 1% Milk 28/ PT-PP Item # 56824 (10% delivery charge to all schools) | | | |
| 14 | **Whole Milk 8 oz. (1/2 Pint) Plastic Bottles Fresh Cows Milk, Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 91,280 | $ 0.2910 | $ 26,562.48 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure Whole Milk 50/HP-PL Item # 52063 (10% delivery charge to all schools) | | | |
| 15 | **Whole Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 10,000 | $ 0.2776 | $ 2,776.00 |

# Milk for Idaho Institutions

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| LINE ITEM # | DESCRIPTION | Unit of Measure to Bid | Estimated Annual Quantity Per Each | Price per Unit of Measure | Extended Total Cost |
|---|---|---|---|---|---|
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure Whole Milk 48/HP-PP Item # 57591 (10% delivery charge to all schools) | | | |
| 16 | **2% Milk 8 oz. (1/2 Pint) Plastic Bottles Fresh Cows Milk, 2% Butterfat, Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 66,550 | $ 0.2761 | $ 18,374.46 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure 2% Milk 50/HP-PL Item # 52084 (10% delivery charge to all schools) | | | |
| 17 | **2% Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, 2% Butterfat, Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 415 | $ 0.2506 | $ 104.00 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure 2% Milk 48/HP-PP Item # 52061 (10% delivery charge to all schools) | | | |

# Milk for Idaho Institutions

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**(Note: The numbers listed in the "Estimated Annual Quantity Per Each" column are numbers that Agencies identified as of the issuance of the Invitation to Bid.)**

| LINE ITEM # | DESCRIPTION | Unit of Measure to Bid | Estimated Annual Quantity Per Each | Price per Unit of Measure | Extended Total Cost |
|---|---|---|---|---|---|
| 18 | **1% Milk 8 oz. (1/2 Pint) Plastic Bottles Fresh Cows Milk, 1% Butterfat, Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 805,000 | $ 0.2597 | $ 209,058.50 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure 1% Milk 50/HP-PL Item # 52085 (10% delivery charge to all schools) | | | |
| 19 | **1% Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, 1% Butterfat, Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 31,000 | $ 0.2174 | $ 6,739.40 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure 1% Milk 48/HP-PP Item # 52971 (10% delivery charge to all schools) | | | |
| 20 | **Skim Milk 8 oz. (1/2 Pint) Plastic Bottles Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 17,000 | $ 0.2206 | $ 3,750.20 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure Skim Milk 50/HP-PL Item # 52086 (10% delivery charge to all schools) | | | |
| 21 | **Skim Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 185 | $ 0.1870 | $ 34.60 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure Skim Milk 48/HP-PP Item # 52056 (10% delivery charge to all schools) | | | |
| 22 | **AGH FREE Skim Chocolate Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 27,000 | $ 0.2323 | $ 6,272.10 |
| | **Enter your case size information and Bidder's order number here:** | TruMoo Skim AGH Free Chocolate Milk 48/HP-PP Item # 48135 (10% delivery charge to all schools) | | | |
| 23 | **Skim Chocolate Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 78,000 | $ 0.2780 | $ 21,684.00 |
| | **Enter your case size information and Bidder's order number here:** | TruMoo Skim Chocolate Milk 50/HP-PL Item # 50674 (10% delivery charge to all schools) | | | |

# Milk for Idaho Institutions

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**(Note: The numbers listed in the "Estimated Annual Quantity Per Each" column are numbers that Agencies identified as of the Issuance of the Invitation to Bid.)**

| LINE ITEM # | DESCRIPTION | Unit of Measure to Bid | Estimated Annual Quantity Per Each | Price per Unit of Measure | Extended Total Cost |
|---|---|---|---|---|---|
| 24 | **Skim Strawberry Milk 8 oz. (1/2 Pint) Plastic Bottles Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 32,000 | $ 0.2841 | $ 9,091.20 |
| | **Enter your case size information and Bidder's order number here:** | TruMoo Skim Strawberry Milk 50/HP-PL Item # 50660 (10% delivery charge to all schools) | | | |
| 25 | **Skim Strawberry Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 9,300 | $ 0.2321 | $ 2,158.53 |
| | **Enter your case size information and Bidder's order number here:** | TruMoo Skim Strawberry Milk 48/HP-PP Item # 47572 (10% delivery charge to all schools) | | | |

# Milk for Idaho Institutions

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**(Note: The numbers listed in the "Estimated Annual Quantity Per Each" column are numbers that Agencies identified as of the issuance of the Invitation to Bid.)**

| LINE ITEM # | DESCRIPTION | Unit of Measure to Bid | Estimated Annual Quantity Per Each | Price per Unit of Measure | Extended Total Cost |
|---|---|---|---|---|---|
| 26 | **Buttermilk - Cultured low-fat, Vitamins A & D added 1% Milkfat, no additional preservatives or chemicals added to milk products to extend shelf life.** | 1/2 Pint (8 oz.) | 60 | $ 0.3335 | $ 20.01 |
| | **Enter your case size information and Bidder's order number here:** | Dairy Pure Meadow Gold 1% Buttermilk 48/HP-PP Item # 21077 (10% delivery charge to all schools) | | | |
| | **Grand Total, Milk** | | | | **$ 724,771.26** |

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

January 6, 2017

Brandy Bengoechea
Meadow Gold Dairies
1301 West Bannock St.
Boise, ID 83707

VIA FACSIMILE TRANSMISSION
FAX NUMBER 345-7697
ORIGINAL MAILED

Re: ITB17000451 – Milk for Idaho Institutions for the State of Idaho

Dear Mr. Phillips:

The state of Idaho (the "State") has received and has begun reviewing the Bid received from Meadow Gold Dairy in response to this Invitation to Bid ("ITB"), and has found issues with the Bid as noted below:

**Issue #1** – Meadow Gold Dairy did not enter an FEIN on its signature page, and so must provide one in response to this letter.

**Issue #2** – ITB section 6.1.2.1 is stated as follows:

"6.1.2.1 Identify as part of your Bid any Idaho School Districts (see section 11.7) to which you ARE NOT WILLING to deliver."

Please confirm that Meadow Gold Dairy, by not identifying any Idaho School Districts in its Bid to which Meadow Gold Dairy is not willing to deliver, that that means that Meadow Gold Dairy is willing to deliver to all Idaho School Districts within the state of Idaho.

Meadow Gold Dairy must submit the information required in Issue #'s 1 and 2 above no later than 12 PM (noon) Mountain time, Wednesday, January 11, 2017, or the State may find Meadow Gold Dairy's Bid non-responsive. The response must be submitted Meadow Gold Dairy letterhead and signed by Brandy Bengoechea. Meadow Gold Dairy may fax its response to this letter to our fax number shown above or email it to jason.urquhart@adm.idaho.gov, but must then follow up with the original in the mail to:

Idaho Division of Purchasing
P.O. Box 83720
Boise, ID 83720-0075
Attn: Jason Urquhart

For any questions, you may contact me at (208) 332-1608.

Sincerely,

Jason Urquhart, CPPO, CPPB
Purchasing Officer

Meadow Gold

January 6, 2017

To: Jason Urquhart
ITB 17000451 – Milk for Idaho Institutions for the State of Idaho

Company: State Of Idaho

From: Brandy Bengoechea
Meadow Gold Dairy

---

Mr. Urquhart,

Below you will find the requested information in response to the issues found on the Invitation to Bid ("ITB") for Meadow Gold Dairy.

Issue #1 - FEIN - 75-2571364

Issue #2 – School Districts "NOT" Willing to deliver – At this time the only Districts Meadow Gold is not able to deliver are the following:

- Coeur d' Alene District
- Lakeland District
- Post Falls District
- Wallace District
- Kellog District
- Bonners Ferry District

Please let me know if any other information is needed to fulfill the requirements for the respective "ITB".

Sincerely,

Bandy Bengoechea
General Sales Manager
Meadow Gold Dairy
Boise, ID
208-343-3671

# ITB17000451 - Milk for Idaho Institutions (Formal)

---

| | |
|---|---|
| **No** | ITB17000451 |
| **Type** | Formal Solicitation (ITB,RFP,RFI) |
| **Duration** | *Start Date*<br>Dec 7, 2016<br>7:00 AM MST<br><br>*End Date*<br>Jan 4, 2017<br>5:00 PM MST |

---

| | |
|---|---|
| **Agency** | State of Idaho |
| **Contact Details** | Jason Urquhart<br>Tel:208-332-1608<br>Fax:208-327-7320<br>jason.urquhart@adm.idaho.gov |
| **Description** | Milk for Idaho Institutions |
| **Delivery Terms** | Free On Board Destination |
| **Payment Terms** | Net 30 Days |

**You must review and acknowledge receipt of the documents before responding to this solicitation.

- **[Check All]**
- **[Uncheck All]**

| Original Solicitation Documents | | | |
|---|---|---|---|
| Select | Accepted | Document | Actions |
| [ ] | ✖ | ITB_Milk - Statewide 2016.docx | |
| [ ] | ✖ | Appendix A - Institution Information.xls | |
| [ ] | ✖ | Attachment 2 - Bid Schedule.xls | |
| [ ] | ✖ | Signature Page ITB RFP Jan 2016.doc | |

Accept

Solicitation Categories

**FOODS: BAKERY PRODUCTS (FRESH) (37500)**

**FOODS: DAIRY PRODUCTS (FRESH) (38000)**

**FOODS, FROZEN (38500)**

**FOODS: PERISHABLE (39000)**

**FOODS: STAPLE GROCERY AND GROCER'S MISCELLANEOUS ITEMS (39300)**

Items Associated with this Formal Solicitation

| No. | Item Name | Qty | Units | Manufacturer Name | Manufacturer Part Number | Actions |
|---|---|---|---|---|---|---|
| 1 | Milk for Idaho Institutions | 1.0 | year | No Manufacturer Specified | N/A | |

◈indicates the items which have been added or changed since you last submitted a response to this solicitation

▾Terms and Conditions for ITBs/RFPs

**Terms and Conditions for ITB/RFPs**

The current versions of the **State of Idaho Standard Contract Terms and Conditions** and **Solicitation Instructions to Vendors** are incorporated by reference into this solicitation, and any resulting contract, as if set forth herein in their entirety. Both documents can be downloaded

at https://purchasing.idaho.gov/terms_and_conditions.html ; or copies obtained by contacting the Division of Purchasing at 208.327.7465 or purchasing@adm.idaho.gov. Failure by any submitting vendor to obtain a copy of these documents shall in no way constitute or be deemed a waiver by the State of any term, condition or requirement contained in the referenced documents; and no liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider the State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors in preparing its response to the solicitation.

**Proposal Discussions**

**Proposal Discussions:** Discussions with individual offerors (including the utilization of one or more rounds of Best And Final Offers (BAFO) and/or Negotiations) may be conducted in accordance with IDAPA 38.05.01.083 and .084, as determined by the state to be in its best interest. NOTE: Offerors should submit their best proposals initially as there is no guarantee that the State will conduct any discussions.

**FOB Destination**

Your Bid/Offer must be fully burdened, FOB Destination to the specified delivery location, unless provided otherwise in the solicitation documents.

**Attachments**

**Attachments:** Additional terms, conditions, instructions or other requirements apply to this solicitation, and may be attached as Word, Excel or other file types which you must download and review in order to respond.

# STATE OF IDAHO
# DIVISION OF PURCHASING

## Invitation to Bid (ITB) ITB17000451

## MILK FOR IDAHO INSTITUTIONS

Date of Issuance: December 7, 2016

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**ITB ADMINISTRATIVE INFORMATION**

| | |
|---|---|
| ITB Title: | Milk for Idaho Institutions. |
| ITB Project Description: | This Invitation to Bid is issued with the intent of establishing a single Contract for the purchase of milk for Idaho Institutions. |
| ITB Lead: | Jason Urquhart, Purchasing Officer<br>jason.urquhart@adm.idaho.gov<br>208-332-1608 |
| Submit sealed Bid (if submitting manually):<br><br>MANUAL BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY DOP PRIOR TO THE CLOSING DATE AND TIME.<br><br>Submit electronically via IPRO: | Idaho Division of Purchasing<br>650 W. State St., Rm B-15, Boise, ID 83702<br><br>Idaho Division of Purchasing<br>P.O. Box 83720, Boise, ID 83720-0075<br><br>Electronic Submission<br>http://purchasing.idaho.gov |
| Deadline To Receive Questions: | Wednesday, December 21, 2016, 5 p.m. Mountain Time |
| ITB Closing Date: | *See* IPRO Header Document |
| ITB Opening Date: | 10:30 a.m. Mountain Time the following business day after closing |
| Initial Term of Contract and Renewals: | The initial term of the Contract will be one (1) year. Upon mutual, written agreement, the Contract may be renewed for up to six (6) additional one (1) year terms. |

## 1 PURPOSE

The purpose of this Invitation to Bid (ITB) is to establish a single, statewide Contract for the purchase of milk for Idaho state Agencies that operate Institutions.

## 2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS

This Solicitation is issued by the state of Idaho (the "State") via IPRO: (https://purchasing.idaho.gov/iprologin.html). The ITB Lead is the only contact for this Solicitation. All correspondence regarding this ITB shall be in writing. In the event that it becomes necessary to revise any part of this ITB, amendments will be posted at IPRO. It is the responsibility of the Bidder to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this ITB shall not be relied upon. All changes to this ITB must be in writing and posted at IPRO to be valid. Alternate Bids are not allowed.

## 3 INQUIRIES

Questions or other correspondence must be submitted in writing to the ITB Lead listed below. **QUESTIONS MUST BE RECEIVED BY 5 P.M. Mountain Time ON THE DATE LISTED IN THE ITB ADMINISTRATIVE INFORMATION.** Written questions must be submitted using **Attachment 1,** Bidder Questions. Official answers to all written questions will be posted on IPRO as an amendment to this ITB.

ITB Lead: Jason Urquhart
Phone: 208-332-1608
E-mail: jason.urquhart@adm.idaho.gov

Any questions regarding the State of Idaho Standard Contract Terms and Conditions found at http://purchasing.idaho.gov/terms_and_conditions.html must also be submitted in writing, using **Attachment 1,** Bidder Questions, by the deadline identified in the ITB Administrative Information. The State will 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 State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned.
3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

**Bids which condition the Bid based upon the State accepting other terms and conditions not found in the ITB, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Bid will be given.**

## 4 SPECIFICATIONS

These specifications are the minimum mandatory specifications that your Bid must meet in order for the State to consider your Bid for award. See **Attachment 2 - Bid Schedule** for Specifications.

## 5 PRICES

Provide your Fully Burdened prices on the Bid Schedule (**Attachment 2 – Bid Schedule**). Prices must be bid by the "Unit of Measure to Bid" indicated on the Bid Schedule (i.e., cartons, gallons, etc.). The "Price per Unit of Measure" (see Bid Schedule) must be the price as delivered to the Institution, and must be Fully Burdened.

## 6 SUBMISSION REQUIREMENTS

### 6.1 Required Bid Submission Items

Your Bid Submission must consist of the following:

6.1.1 Bid Schedule

Provide your cost information on **Attachment 2 – Bid Schedule** below. Do not submit your Bid on any other form. Submitting your Bid on a form different than the Bid Schedule may cause your Bid to be rejected as non-responsive.

6.1.2 Delivery to Idaho School Districts

6.1.2.1 Identify as part of your Bid any Idaho School Districts (see section 11.7) to which you ARE NOT WILLING to deliver.

6.1.2.2 Identify as part of your Bid the delivery charge (as a percentage; see section 11.7.1), if any, by which you will increase prices for Idaho School Districts to which you are willing to deliver.

6.1.3 State of Idaho Signature Page

The State of Idaho Signature Page must be completed and submitted as part of your Bid. The State of Idaho Signature Page is attached in IPRO.

### 6.2 Bid Submission Methods

Bids may be submitted electronically via IPRO or manually in a sealed envelope/package. Do not fax or e-mail your Bid. Your Bid must be received at the Division of Purchasing by the date and time specified on the IPRO header document. The official time, for bid closing purposes, is the Division of Purchasing's time clock.

6.2.1 Electronic Submission via IPRO

If submitting electronically via IPRO, upload all of the Required Bid Submission Items (*See* section 6.1) and enter your cost in IPRO as the "Grand Total, Milk" on the Bid Schedule.

Upload all Required Bid Submission Items using Microsoft products such as Word and Excel. Do not submit items in .pdf format, unless provided otherwise in this ITB.

If submitting via IPRO, be advised that that the Bidder for Bid evaluation and award purposes is the entity profile under which submit in IPRO, which must be the same legal entity presented in your uploaded response materials. If the entity identified in your uploaded response materials differs from the entity under which you submit your Bid in IPRO, the information provided in your uploaded response materials prevails.

While it is not mandatory to submit your Bid electronically via IPRO, all Bidders participating in a Solicitation issued through IPRO must establish an account in the IPRO system (even if submitting a Bid manually

outside of IPRO) as it is necessary in order to process and/or award the resulting Contract(s). It is free to establish an account and only takes a few minutes.

Bidders are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows the State to efficiently navigate the Bidder's response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

6.2.2 Manual Submission

If submitting manually (via U.S. Mail, courier or hand-delivery), seal all Required Bid Submission Items in a single envelope or package (*be certain to include an original hand-written signature in ink OR an electronic signature on the State of Idaho Signature Page*) and label the outside of the package as follows:

Attn: Jason Urquhart, Idaho Division of Purchasing
Bidder Name: (Company Name)
ITB Number: ITB17000451
ITB Title: Milk for Idaho Institutions

Bidders submitting manually must provide one (1) original and one (1) copy of their Bids, as well as an electronic copy on a USB or CD. Please clearly identify the original manual submission and be certain that the Signature Page is located at the front of the original Bid.

**6.3 Trade Secrets**

If your Bid contains trade secret information which you have identified, you must also submit a redacted copy of the Bid (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 the three (3) paragraphs directly below) of all trade secret information which was removed or blacked out in the redacted copy.

Paragraph 28 of the Solicitation Instructions to Vendors describes trade secrets to "*include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy*." In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Bidders must also:

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."

Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Bid; 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 State'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.

## 7 PURCHASE OF MILK

The State intends to purchase all of the Line Items listed on the Bid Schedule and any milk items added by Agencies during the term of the Contract (see "Initial Term of Contract and Renewals" within the ITB Administrative Information) from a single Contractor. Items listed on the attached Bid Schedule reflect typical purchases made during the year; however, each Institution utilizing the Contract 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 the percentage identified in this paragraph.

## 8 PRECEDENCE OF MILK REQUIREMENTS

In case of conflict between requirements found in section 9, Milk Contract Requirements, and requirements found in section 12, Special Contract Requirements – By Agency, the requirements found in section 12, Special Contract Requirements – By Agency shall take precedence.

## 9 MILK CONTRACT REQUIREMENTS

### 9.1 Minimum Order Amounts or Quantities

The Contactor shall not require any minimum order amounts or minimum order quantities.

### 9.2 Indefinite Delivery/Indefinite Quantity

The Contract shall be an indefinite delivery/indefinite quantity term Contract. As such, no guarantee shall be made by the State concerning the number of units which may be required or the dates on which they may be ordered.

### 9.3 General Delivery Requirements

The Contractor must make deliveries to each Institution on days and times mutually agreed upon by the Contractor and the Institution, or as identified in section 12, Special Contract Requirements – By Agency. When items will not be delivered on a scheduled delivery day, the 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. The determination of what constitutes similar quality shall be in the sole discretion of the Institution.

Please see section 12, Special Contract Requirements – By Agency for Agency-specific delivery requirements.

### 9.4 Account Management

The 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 Contract (unless an Agency determines that this is not necessary for their particular Agency) 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 Appendix 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 Contract utilizing a separate account number.

### 9.5 Order Fill Rate

For all items purchased under the Contract, 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

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.

The following shall count against the fill rate:

9.5.1 Items ordered but not delivered.

9.5.2 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.)

9.5.3 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.

**9.6 Invoicing**

The Contractor will provide an original invoice plus a minimum of one copy with each delivery. Invoices must, at a minimum, reflect: IPRO contract number; Agency PO number; quantity ordered; quantity shipped; price per item; and invoice total. Please see section 12, Special Contract Requirements – By Agency for Agency-specific invoicing requirements, which take precedence over this section 9.6.

**9.7 Items and Prices**

Bidders must bid every Line Item shown on the Bid Schedule in order to be considered for award. Once the Contract is awarded, each Institution may purchase any of the Line Items shown on the Bid Schedule.

Additionally, at any point during the term of the Contract, 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 section 9.8), and then may adjust prices per section 9.8 below thereafter. Institutions shall endeavor to notify the Contractor of those items in writing at least forty-five (45) calendar days in advance; however, due to issues such as prescribed diet orders changing with no notice which must be implemented immediately, the Institutions may only be able to notify the Contractor in writing of those items up to a week in advance. 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 Contract will apply to any items added to the Contract by an Institution in accordance with this section.

**9.8 Price Adjustments**

9.8.1 Price Adjustments - General

All prices for items on the Contract must be firm for the remainder of the month in which the prices are locked in by the Contractor (including items added per section 9.7). 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 Final Class and Component Prices and Announcement of Advanced Class and Component Prices. For the first month of the initial term of the Contract, the prices shall be as shown on the Bid Schedule. For each successive month, the price changes shall be based on the three (3) immediately previous months' changes in the Federal Milk Orders identified in this section. The first two (2)

of those three (3) months shall be Final Class and Component Prices and the last of those three (3) months shall be Advanced Class and Component Prices.

It shall be the Contractor's responsibility to prove to the State, to the State's satisfaction, that a change requiring a 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 later than twenty (20) calendar days prior to the Contractor's desired effective date for the changes.

9.8.2 Fuel Surcharge and Resin Surcharge

Beginning a minimum of six (6) months after the Service Start Date of the Contract, and no more frequently than semi-annually thereafter, 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 for surcharges for fuel and resin must be delivered to the State no less than sixty (60) calendar days prior to the Contractor's desired effective date for the changes.

9.8.3 Cost of Living Adjustment

Beginning a minimum of twelve (12) months after the Service Start Date of the Contract, 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, COMPENSATION (NOT SEASONALLY ADJUSTED): Employment Cost Index for total compensation, for private industry workers, by bargaining status, census region, census divisions, and area. 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 for cost of living adjustments must be delivered to the State no less than sixty (60) calendar days prior to the Contractor's desired effective date for the changes.

**9.9 Quality, Guarantee and Return**

Quality for Line Items listed on the Bid Schedule must meet or exceed the Specifications stated within the Bid Schedule for those Line Items. Quality for items added to the Contract (see section 9.7) must meet or exceed the Specifications identified by the Institution for those items.

For all items purchased on the Contract, all of the Contract'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 items with product of equal quantity and quality or must issue a credit (in the Institution's sole discretion). These issues shall be acknowledged and documented on the delivery paperwork and signed and dated by both parties at time of delivery. (See section 9.5 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 Contract prices incurred as a result of purchasing from another source, from a subsequent invoice.

Please see section 12, Special Contract Requirements – By Agency for Agency-specific quality, guarantee and return requirements.

## 10 AWARD

Award will be made on an "ALL OR NONE" basis to the lowest responsive, responsible Bidder based on the Grand Total, Milk (see Bid Schedule). Failure of the Bidder to bid all Line Items on the Bid Schedule may result in the Bid being found non-responsive.

## 11 SPECIAL TERMS AND CONDITIONS

Note: In the event of conflict with the State of Idaho Standard Contract Terms and Conditions, the following provisions will take precedence:

### 11.1 Definitions

11.1.1 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.

11.1.2 Fully Burdened – For the purposes of this ITB, "Fully Burdened" shall mean that there will be no other costs allowed under the Contract other than the prices bid on the Bid Schedule, and any costs allowed in sections 9.7 and 9.8, 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.

### 11.2 Website Ordering

11.2.1 If the Contractor provides a website for Institutions to use for placing orders, any terms or conditions associated with the website that do the following are void:

11.2.1.1 Waive the sovereign immunity of the state of Idaho;

11.2.1.2 Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states;

11.2.1.3 Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law;

11.2.1.4 Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

11.2.1.5 Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

11.2.1.6 Furthermore, any terms or conditions within any Agreement that require indemnification not specifically authorized by the Idaho legislature or subject to appropriation are void pursuant to Section 67-9215, Idaho Code, and Section 59-1016, Idaho Code. Additionally, terms or conditions in any Agreement that hold individual users (employees or officers of the state of Idaho and of political subdivisions of the state of Idaho) personally liable are void.

11.2.2 Additionally, If the apparent successful Bidder is awarded a Contract from this ITB, the apparent successful Bidder agrees that if an employee or officer of the state of Idaho or of a political subdivision of the state of Idaho clicks-through acceptance of any terms and conditions associated with a website that the apparent successful Bidder will provide for Institutions to use for placing orders, that click-through does not indicate that they have accepted any clicked-through terms and conditions that contradict the terms and conditions of the Contract. The apparent successful Bidder, by having submitted a Bid, represents that, if the website that it will provide belongs to any third party, the third party also agrees specifically with the requirements of sections 11.2.1 through 11.2.2.

**11.3 Insurance Requirements**

Within five (5) business days of issuance of letter(s) of intent to award, the apparent successful Bidder or Offeror will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the five (5) business day period may be cause for your Bid or Proposal to be declared non-responsive or for your Contract to be cancelled.

Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the Contract is terminated.

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

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

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

11.3.2.1 Bidder or Offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Bid or Proposal if the Bidder or Offeror will not use any owned, hired or non-owned vehicles to conduct business under the Contract, if it is awarded the Contract, and the State of Idaho will consider the request. If the Bidder or Offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of Bids or Proposals, the State of Idaho may not consider the request.

11.3.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than $100,000 each accident for bodily insurance by accident, $500,000 disease policy limit, and $100,000 disease, each employee.

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

11.3.4 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, each Agency that makes purchases on the Contract, and their divisions, officers and employees as additional insured, but only with respect to the Contractor’s activities to be performed under the Contract.

11.3.4.1 The Contractor must provide proof of the State of Idaho, each Agency that makes purchases on the Contract, and their divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

11.3.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, each Agency that makes purchases on the Contract, and their divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

11.3.5 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

11.3.6 Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate

limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

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

11.3.8 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

**11.4 Records Maintenance**

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

**11.5 Audit Rights**

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

**11.6 Public Agency Clause**

Contract 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 (other than agencies of the state government) to independently contract with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

**11.7 Potential Utilization by Idaho School Districts**

While there is no requirement for Public agencies (other than agencies of the state government) to utilize a state of Idaho statewide contract, Idaho school districts may choose to utilize the Contract under section 11.6, Public Agency Clause. The estimated annual volume of meals for Idaho school districts is 46,612,349; 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.

11.7.1 Delivery Charge for Public Agencies Other Than Agencies of the State Government
The Contractor may assess an additional delivery charge, not to exceed a ten percent (10%) margin increase added to each Price per Unit of Measure for all items on the Contract, to Public agencies (other than agencies of the state government) that utilize the Contract.

**11.8 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 Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

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

**11.10 Administrative Fee and Reporting**
See the State of Idaho Standard Contract Terms and Conditions.

**11.11 Additional Reports**
Additional reports regarding sales information, such as monthly reports, and/or detailed user purchases may be required by the State and must be supplied by the Contractor upon request, and at no additional charge. The State anticipates that it will not request such reports any more frequently than four (4) times annually. The Contractor may be required to submit reports electronically, in a format designated by the State.

## 12 SPECIAL CONTRACT REQUIREMENTS – BY AGENCY

### 12.1 Idaho Department of Correction

12.1.1 Contract Employees

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

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

12.1.1.1.2 Fingerprinting completed by the IDOC and sent to Idaho State Police for a more thorough criminal investigation. This process must be completed by each delivery employee of the Contractor prior to assignment at an IDOC facility, and at least every three years thereafter, or more frequently as requested by IDOC.

12.1.1.1.3 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 all fees associated with the NCIC investigations and fingerprinting investigations. The total amount (for sections 12.1.1.1.1 and 12.1.1.1.2 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 and 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) calendar days of receipt of this initial approval.

At the beginning of the Contract, the Contractor must submit a list of all staff that will be providing deliveries to IDOC Institutions. These individuals will be required to provide data for a current NCIC Background investigation, fingerprints and urinalysis within two (2) weeks after the Service Start Date of the Contract. All future employees that will be delivering to IDOC Institutions will be required to provide this information before being allowed to work on the Contract (as described previously).

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

12.1.1.2 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 by the IDOC. The Contractor, upon written request by the IDOC, will remove and replace any employee (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 an 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 providing deliveries to IDOC Institutions, 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 providing deliveries to IDOC Institutions; however, the IDOC's final decision shall stand.

12.1.1.3 Ex-Offenders and Families of Ex-Offenders

The Contractor must provide written notification to the IDOC 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 IDOC's contract providers, the IDOC reserves the right to exclude those individuals from working on any IDOC portion of the Contract 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 two (2) weeks after the Service Start Date of the Contract.

12.1.2 Adding or Deleting Institutions

The IDOC may add Institutions to the Contract or delete Institutions from the Contract at any time during the Contract's term upon one (1) month written notice to the Contractor.

12.1.3 IDOC Delivery Requirements

12.1.3.1 All deliveries to the Idaho Department of Correction Institutions 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 by the Contractor. The packing slip must be signed by both the IDOC and the Contractor 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 section 9.3 for each Institution's rights to cancel and order from another source.

12.1.3.2 Delivery will be provided at a minimum of once a week to all Idaho Department of Correction Institutions. 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 and the IDOC Dietary Services Manager must mutually agree upon delivery days and times (see section 9.3). The Contractor must identify any requested changes to this schedule in writing to, and no changes shall be made unless approved by, the IDOC Dietary Services Manager.

12.1.3.3 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.

12.1.3.4 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 section 9.3 regarding each Institution's right to cancel and order from another source.

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

12.1.3.6 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.

12.1.3.7 Delivery trucks must 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.

12.1.3.8 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.

12.1.4 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 Appendix 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.

12.1.5 Invoices (IDOC)
The Contractor shall send invoices electronically, to payables@idoc.idaho.gov, or via postal mail to the following billing address (see exceptions listed in this section):

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

Exceptions: For the St. Anthony Work Camp, the Contractor shall send invoices directly to those Institutions. Addresses for the Institution. The address for St. Anthony Work Camp is shown on Appendix A.

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

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

## 12.2 Idaho Department of Health and Welfare

12.2.1 Adding or Deleting Institutions
The Idaho Department of Health and Welfare may add Institutions to the Contract or delete Institutions from the Contract at any time during the Contract's term upon one (1) month written notice to the Contractor.

12.2.2 State Hospital South

12.2.2.1 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. Contractor must be able to meet demand for the fat-free and low-fat items; substitution with higher fat items will not be allowed.

12.2.2.2 SHS Quality and Delivery Requirements

12.2.2.2.1 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.

12.2.2.2.2 There shall be a stamped code date of freshness on all fluid milk received. 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.

12.2.2.2.3 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.

12.2.2.2.4 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.

12.2.2.3 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.

12.2.2.3.1 Contractor shall extend credit on outdated and expired milk products, and milk products that don't meet the requirements of section 12.2.2.2 through 12.2.2.2.4.

12.2.3 State Hospital North

12.2.3.1 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 with higher fat items will not be allowed.

12.2.3.2 SHN Quality and Delivery Requirements

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

12.2.3.2.2 There shall be a stamped code date of freshness on all fluid milk received. 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.

12.2.3.2.3 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.

12.2.3.2.4 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.

12.2.3.3 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.

12.2.3.3.1 Contractor shall extend credit on outdated or expired milk products, and milk products that don't meet the requirements of section 12.2.3.2 through 12.2.3.2.4.

12.2.4 Southwest Idaho Treatment Center

12.2.4.1 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.

12.2.4.2 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 Contract and may have impact on whether or not the Contract is renewed.

12.2.4.3 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.

**12.3 Idaho Division of Veterans Services**

12.3.1 Adding or Deleting Institutions

The Idaho Division of Veterans Services may add Institutions to the Contract or delete Institutions from the Contract at any time during the Contract's term upon one (1) month written notice to the Contractor.

12.3.2 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. Milk must be delivered in a sanitary manner. Dented cans, torn packaging, and crushed packages 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.

12.3.1 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 Contract and may have impact on whether or not the Contract is renewed.

12.3.4 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.

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

12.3.6 Ordering (IDVS Institutions)
Each Idaho State Veterans home maintains a par level meeting menu requirements. Each delivery must bring each location to the required par levels.

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

**12.4 Idaho Department of Juvenile Corrections**

12.4.1 Adding or Deleting Institutions
The Idaho Department of Juvenile Corrections may add Institutions to the Contract or delete Institutions from the Contract at any time during the Contract's term upon one (1) month written notice to the Contractor.

**ATTACHMENT 1 - BIDDER QUESTIONS**

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the ITB section number that the question is for in the "ITB Section" field (column 2). If the question is a general question not related to a specific ITB section, enter "General" in column 2. If the question is in regards to a State Term or Condition or a Special Term or Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "ITB Section" (column 2), and the attachment page number in the "ITB page" field (column 3).
3. Do not enter text in the "Response" field (column 5). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the ITB. The e-mail subject line is to state the ITB number followed by "Questions."

| | ITB Section | ITB Page | Question | Response |
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## ATTACHMENT 2 - BID SCHEDULE

***Attachment 2 – Bid Schedule*** *is attached separately to this ITB.*

## APPENDIX A – INSTITUTION INFORMATION

***Appendix A – Institution Information*** *is a five (5) tab document attached separately to this ITB.*

# Milk for Idaho Institutions

**Bidders must complete the green highlighted cells only. All other cells are locked.**

**(Note: The maximum allowed decimal places is four. If the bidder enters more decimal places than that, then they will be rounded up.)**

**(Note: The numbers listed in the "Estimated Annual Quantity Per Each" column are numbers that Agencies identified as of the issuance of the Invitation to Bid.)**

| LINE ITEM # | DESCRIPTION | Unit of Measure to Bid | Estimated Annual Quantity **Per Each** | Price per Unit of Measure | Extended Total Cost |
|---|---|---|---|---|---|
| 1 | **Whole Milk Bulk Pack (5 gal) Fresh Cows Milk, Pasteurized and Fortified with Vitamins A and D added (In 5 gal. Bag-in-box/bladder for dispenser).** | 5 Gallon | 1,825 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 2 | **2% Milk Bulk Pack (5 gal) Fresh Cows Milk, 2% Butterfat, Pasteurized and Fortified with Vitamins A and D added. (In 5 gal. Bag-in-box or bladder for dispenser).** | 5 Gallon | 870 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 3 | **Skim Milk Bulk Pack (5 gal) Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added (In 5 gal. Bag-in-box/bladder for dispenser).** | 5 Gallon | 500 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 4 | **Whole Milk Bulk Pack (1 gal) Fresh Cows Milk, Fortified with Vitamins A and D added (In 1 gal. container).** | 1 Gallon | 250 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 5 | **2% Milk Bulk Pack (1 gal) Fresh Cows Milk, 2% Butterfat, Pasteurized and Fortified with Vitamins A and D added. (In 1 gal. container).** | 1 Gallon | 900 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 6 | **1% Milk Bulk Pack (1 gal) Fresh Cows Milk, 1% Butterfat, Pasteurized and Fortified with Vitamins A and D added. (In 1 gal. container).** | 1 Gallon | 112,000 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 7 | **Skim Milk Bulk Pack (1 gal) Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added (In 1 gal. container).** | 1 Gallon | 760 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 8 | **1% Chocolate Milk Bulk Pack (1 gal) Fresh Cows Milk, 1% Butterfat, Pasteurized and Fortified with Vitamins A and D added. (In 1 gal. container).** | 1 Gallon | 145 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |

## Milk for Idaho Institutions

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**(Note: The numbers listed in the "Estimated Annual Quantity Per Each" column are numbers that Agencies identified as of the issuance of the Invitation to Bid.)**

| LINE ITEM # | DESCRIPTION | Unit of Measure to Bid | Estimated Annual Quantity **Per Each** | Price per Unit of Measure | Extended Total Cost |
|---|---|---|---|---|---|
| 9 | **Whole Milk Bulk Pack Fresh Cows Milk, Fortified with Vitamins A and D added (In 1 gal. container).** | 1/2 Gallon (64 oz.) | 150 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 10 | **Buttermilk - 1% Butterfat, Vitamins A & D added, no additional preservatives or chemicals added to milk products to extend shelf life.** | 1/2 Gallon (64 oz.) | 755 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 11 | **1% Chocolate Milk Bulk Pack Fresh Cows Milk, 1% Butterfat, Pasteurized and Fortified with Vitamins A and D added.** | 1/2 Gallon (64 oz.) | 195 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 12 | **Half and Half Grade A pasteurized Pint size, no additional preservatives or chemicals added to milk products to extend shelf life** | Pint (16 oz.) | 2,000 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 13 | **1% Milk Fresh Cows Milk, 1% Butterfat, Pasteurized and Fortified with Vitamins A and D added.** | Pint (16 oz.) | 125,000 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 14 | **Whole Milk 8 oz. (1/2 Pint) Plastic Bottles Fresh Cows Milk, Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 91,280 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 15 | **Whole Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 10,000 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 16 | **2% Milk 8 oz. (1/2 Pint) Plastic Bottles Fresh Cows Milk, 2% Butterfat, Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 66,550 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 17 | **2% Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, 2% Butterfat, Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 415 | $ - | $ - |

# Milk for Idaho Institutions

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**(Note: The numbers listed in the "Estimated Annual Quantity Per Each" column are numbers that Agencies identified as of the issuance of the Invitation to Bid.)**

| LINE ITEM # | DESCRIPTION | Unit of Measure to Bid | Estimated Annual Quantity **Per Each** | Price per Unit of Measure | Extended Total Cost |
|---|---|---|---|---|---|
| | **Enter your case size information and Bidder's order number here:** | | | | |

## Milk for Idaho Institutions

**Bidders must complete the green highlighted cells only. All other cells are locked.**

**(Note: The maximum allowed decimal places is four. If the bidder enters more decimal places than that, then they will be rounded up.)**

**(Note: The numbers listed in the "Estimated Annual Quantity Per Each" column are numbers that Agencies identified as of the issuance of the Invitation to Bid.)**

| LINE ITEM # | DESCRIPTION | Unit of Measure to Bid | Estimated Annual Quantity **Per Each** | Price per Unit of Measure | Extended Total Cost |
|---|---|---|---|---|---|
| 18 | **1% Milk 8 oz. (1/2 Pint) Plastic Bottles Fresh Cows Milk, 1% Butterfat, Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 805,000 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 19 | **1% Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, 1% Butterfat, Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 31,000 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 20 | **Skim Milk 8 oz. (1/2 Pint) Plastic Bottles Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 17,000 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 21 | **Skim Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 185 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 22 | **AGH FREE Skim Chocolate Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 27,000 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 23 | **Skim Chocolate Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 78,000 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 24 | **Skim Strawberry Milk 8 oz. (1/2 Pint) Plastic Bottles Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 32,000 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| 25 | **Skim Strawberry Milk 8 oz. (1/2 Pint) Cartons Fresh Cows Milk, Fat Free Skimmed and Pasteurized and Fortified with Vitamins A and D added** | 1/2 Pint (8 oz.) | 9,300 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |

## Milk for Idaho Institutions

**Bidders must complete the green highlighted cells only. All other cells are locked.**

**(Note: The maximum allowed decimal places is four. If the bidder enters more decimal places than that, then they will be rounded up.)**

**(Note: The numbers listed in the "Estimated Annual Quantity Per Each" column are numbers that Agencies identified as of the issuance of the Invitation to Bid.)**

| LINE ITEM # | DESCRIPTION | Unit of Measure to Bid | Estimated Annual Quantity **Per Each** | Price per Unit of Measure | Extended Total Cost |
|---|---|---|---|---|---|
| 26 | **Buttermilk - Cultured low-fat, Vitamins A & D added 1% Milkfat, no additional preservatives or chemicals added to milk products to extend shelf life.** | 1/2 Pint (8 oz.) | 60 | $ - | $ - |
| | **Enter your case size information and Bidder's order number here:** | | | | |
| | **Grand Total, Milk** | | | | **$ -** |

# STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

**1. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-9203 or IDAPA 38.05.01.011.

A. Agency. All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Contract - Any state written agreement, including a solicitation or specification documents and the accepted portions of the solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

D. Contractor – A Vendor who has been awarded a Contract.

E. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interest in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

F. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

G. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

H. Solicitation – An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the purchasing activity for the purpose of soliciting Bids, Proposals, or Quotes to perform a Contract.

I. State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.

J. Vendor – A person or entity capable of supplying Property to the State.

**2. TERMINATION:** The State may terminate the Contract (and/or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

**3. RENEWAL OPTIONS:** Notwithstanding any other provision in the Contract limiting or providing for renewal of the Contract, upon mutual, written agreement by the parties, the Contract may be extended under the same terms and conditions for the time interval equal to the original contract period, or for such shorter period of time as agreed to by the parties.

**4. PRICES:** Prices shall not fluctuate for the period of the Contract and any renewal or extension unless agreed to in writing by the State. Unless otherwise specified, prices include all costs associated with delivery to the F.O.B. Destination address identified in the Solicitation, as provided in Paragraph 17, Shipping and Delivery, below.

**5. ADMINISTRATIVE FEE:**

A. Application of Administrative Fee:

1. All Blanket Purchase Orders (BPO) and Statewide Blanket Purchase Orders (SBPO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the Contract (unless the BPO or SBPO is exempt), as follows:

a. The prices to be paid by the State (the price BID by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

*For Example: If the total of Contractor's net sales to the Agency for one quarter = $10,000, Contractor would remit $10,000 x 0.0125 = $125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

b. 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 Contract to purchasing@adm.idaho.gov, utilizing the State's Summary Usage Report Form.

c. 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 |

2. Unless otherwise exempt, the Administrative Fee will apply regardless of how Contractor submits its response to the solicitation (i.e. manual (paper) or electronic via IPRO).

3. A Contractor's failure to consider the Administrative Fee when preparing its Solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor to the State as a result of an Award issued through IPRO.

B. Administrative Fee Exemptions:

1. Notwithstanding any language to the contrary, the Administrative Fee will not apply to Contracts with an original awarded value of $100,000 or less.

2. The Administrative Fee will not apply to Purchase Orders (PO) or Contract Purchase Orders (CPO).

3. The Administrative Fee will not apply to Contracts issued through IPRO without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), etc.

4. The Administrator of the Division of Purchasing may also exempt a specific solicitation or class of solicitations from the Administrative Fee requirement.

C. Payment of Administrative Fee:

Contractor will remit the Administrative Fee to the Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075, as follows:

1. BPOs and SBPOs: Contractor will remit the Administrative Fee and Report for the prior quarter based on the schedule outlined in Paragraph 5.A.1.c., above.

D. Refund of Administrative Fee: In the event that a Contract is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or

returned when an item is rejected or returned, or declined, or the Contract cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

E. Failure to Remit Administrative Fees: If a Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; exclude Contractor from participating in future solicitations; and/or suspend Contractor's IPRO account.

**6. CHANGES/MODIFICATIONS:** Changes of specifications or modification of the Contract in any particular can be affected only upon written consent of the State, and after any proposed change or modification has been submitted in writing, signed by the party proposing the change. Additionally, the State may issue unilateral amendments to the Contract to make administrative changes, when necessary.

**7. CONFORMING PROPERTY:** The Property shall conform in all respects with the requirements of the State's Solicitation. In the event of non-conformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services. Additionally, upon notification by the State, the Contractor shall pay all costs for the removal of nonconforming Property from State premises.

**8. OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE:** In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with the Contract.

**9. CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties to the Contract that the State is in no way associated or otherwise connected with the performance of any service under the Contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of the Contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under the Contract. The Contractor will maintain any applicable worker's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of worker's compensation insurance may, at the State's option, result in cancellation of the Contract or in a contract price adjustment to cover the State's cost of providing any necessary worker's compensation insurance. The Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The State does not assume liability as an employer.

**10. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The Contractor is bound to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into the Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to the Contract.

**11. TAXES:** The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

**12. INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

**13. CONTRACT NUMBERS:** The Contractor shall clearly show the State's Contract number or Purchase Order number on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

**14. CONTRACTOR RESPONSIBILITY:** The Contractor is responsible for furnishing and delivery of all Property included in the Contract, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including all warranty issues and payment of charges resulting from the use or purchase of Property.

**15. SUBCONTRACTING:** Unless otherwise allowed by the State in the Contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under the Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract; unless the Contractor provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.

**16. COMMODITY STATUS:** It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the Solicitation. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first user and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or warranty provided by the Contractor, whichever is longer.

**17. SHIPPING AND DELIVERY:** Unless otherwise required in the Contract, all orders will be shipped directly to the Agency that placed the order at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. Unless otherwise specified in the Contract, deliveries shall be made to the Agency's receiving dock or inside delivery point, such as the Agency's reception desk. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Contract. Time for delivery commences at the time the order is received by the Contractor.

**18. ACCEPTANCE:** Unless otherwise specified in the Contract:

A. When the Contract does not require installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the product delivered does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

B. When the Contract requires installation, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the products(s) delivered does not meet the State's specification requirements, that the product is not installed correctly or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

C. When the Contract requires the delivery of services, acceptance shall occur fourteen (14) calendar days after delivery of the services, unless the State has notified the Contractor in writing that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

**19. RISK OF LOSS:** Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance, when responsibility will pass to the State with the exceptions of latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under the Contract.

**20. INVOICING: ALL INVOICES** are to be sent directly to the **AGENCY TO WHICH THE PROPERTY IS PROVIDED**, unless otherwise required by the Contract. The Contract number is to be shown on all invoices. Invoices must not be sent to the Division of Purchasing unless required by the Contract.

**21. ASSIGNMENTS:** Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-9230).

Notwithstanding the foregoing, and to the extent required by applicable law (including Idaho Code Section 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible State procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The State may treat violation of this provision as an event of default.

**22. PAYMENT PROCESSING:** Idaho Code Section 67-9218 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered." Payments shall be processed within the timeframes required by I.C. § 67-9218 unless otherwise specified in the Contract.

**23. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS:** Contractor shall comply with **ALL** requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

**24. PATENTS AND COPYRIGHT INDEMNITY:**

A. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

B. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the

specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.

C. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

**25. CONFIDENTIAL INFORMATION:** Pursuant to the Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination or expiration of the Contract.

Confidential Information shall not include data or information that:

A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;

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

C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

**26. USE OF THE STATE OF IDAHO NAME:** Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

**27. TERMINATION FOR FISCAL NECESSITY:** The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor-owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

**28. PUBLIC RECORDS:**

A. Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

**29. NOTICES:** Any notice which may be or is required to be given pursuant to the provisions of the Contract shall be in writing and shall be hand delivered, sent by facsimile, email, prepaid overnight courier or United States' mail as follows:

A. For notice to the State, the address, phone and facsimile number are:

State of Idaho
Division of Purchasing
650 W State Street – Room B15
P.O. Box 83720
Boise, ID 83720-0075
208-327-7465 (phone)
208-327-7320 (fax)

Additionally, for notice to the State, the email address to use is the email address identified in the Contract, courtesy copied to purchasing@adm.idaho.gov.

B. For notice to the Contractor, the address, facsimile number or email address shall be that contained on the Contractor's Bid, Proposal or Quotation (including, for any Bid, Proposal or Quotation submitted electronically through IPRO, the address, facsimile number or email address in the profile under which the Contractor submitted its Bid, Proposal or Quotation). Notice shall be deemed delivered immediately upon personal service, facsimile transmission (with confirmation printout), email (with printout confirming sent) the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address, facsimile number or email address by giving written notice of the change to the other party.

**30. NON-WAIVER:** The failure of any party, at any time, to enforce a provision of the Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

**31. ATTORNEY FEES:** In the event suit is brought or an attorney is retained by any party to the Contract to enforce the terms of the Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies; however, the State's liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.

**32. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS:** Contractor warrants that the Contract is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall 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.

**33. FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party,

including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay.

**34. PRIORITY OF DOCUMENTS:** The Contract consists of and precedence is established by the order of the following documents:

1. The State's Blanket Purchase Order, Statewide Blanket Purchase Order, Contract Purchase Order, Purchase Order, or Participating Addendum;

2. The Solicitation; and

3. Contractor's Bid, Proposal or Quotation as accepted by the State.

The Solicitation and the Contractor's Bid, Proposal or Quotation accepted by the State are incorporated into the Contract by this reference. The parties intend to include all items necessary for the proper completion of the Contract's requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from the terms in the Solicitation, the terms and conditions in the Solicitation shall apply. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

**35. ENTIRE AGREEMENT:** The Contract is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from those specifically stated in the Contract, the terms and conditions of the Contract shall apply. In the event of any conflict between the State of Idaho Standard Contract Terms and Conditions and any Special Terms and Conditions in the Contract, the Special Terms and Conditions will govern. The Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties; however, Termination for Fiscal Necessity is excepted, and, the State may issue unilateral amendments to the Contract to make administrative changes when necessary.

**36. GOVERNING LAW AND SEVERABILITY:** The Contract shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of the Contract will remain in force.

# SOLICITATION INSTRUCTIONS TO VENDORS

**1. AUTHORITY TO PURCHASE:** The Administrator of the Division of Purchasing, Department of Administration or the Administrator's delegates are the only statutory agents authorized to execute Contracts for the procurement of goods and services, unless exempted pursuant to statute or rule.

**2. E-PURCHASING:** The State of Idaho, Division of Purchasing and many individual Agencies utilize the Idaho e-Procurement System (IPRO), an electronic procurement system. Depending upon which profiling options vendors select in IPRO, vendors may be sent e-mail notifications of acquisition opportunities on those Solicitations electronically posted.

**3. ELECTRONIC SIGNATURES:** IDAPA 38.05.01.061 specifically allows for electronic signatures on responses submitted to formal solicitations. For vendors submitting via IPRO, IPRO processes all information electronically on the Internet. Signatures by both the submitting Vendor and the State when using IPRO may be electronic and electronic signatures used with IPRO are as fully binding and legal for the State's purchasing process as a manually affixed signature. Any reference in these *Solicitation Instructions to Vendors* to "signed," "signature," "manually signed in ink," or equivalents will include electronic signatures.

**4. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-9203 or IDAPA 38.05.01.011.

A. Agency. All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Bidder – A Vendor who has submitted a Bid.

D. Contract - Contract means any state written agreement, including a Solicitation or specification documents and the accepted portions of the Solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

E. Contractor - A Vendor who has been awarded a Contract.

F. Invitation to Bid – All documents, whether attached or incorporated by reference, utilized for soliciting formal sealed Bids.

G. Offeror – A Vendor who has submitted a proposal in response to a Request for Proposals for Property to be acquired by the State.

H. Property. Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interests in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

I. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

J. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

K. Request for Quotation – The document, form or method generally used for purchases solicited in accordance with small purchase or emergency purchase procedures.

L. Request for Proposals (RFP) – Includes all documents, whether attached or incorporated by reference, utilized for soliciting competitive Proposals and is generally utilized in the acquisition of services or complex purchases.

M. Solicitation – An Invitation To Bid, a Request For Proposals or other document issued by the purchasing activity for the purpose of soliciting Bids, Proposals or Quotations to perform a Contract.

N. State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.

O. Vendor – A person or entity capable of supplying Property to the State.

**5. AWARD METHOD:** Contracts may only be awarded to the "Lowest Responsible Bidder." The Lowest Responsible Bidder is defined by Idaho Code Section 67-9203(9) as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price." When deemed to be in the best interest of the State, and set forth in the Solicitation documents, additional consideration may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements.

**6. ADMINISTRATIVE FEE:** In accordance with Paragraph 5 of the State of Idaho Standard Terms and Conditions, Contracts issued through IPRO may be subject to an Administrative Fee of one and one-quarter percent (1.25%) of the awarded value of the Contract, unless otherwise exempt (*See* Paragraph 5, State of Idaho Standard Terms and Conditions).

**7. DETERMINATION OF RESPONSIBILITY:** The State reserves the right to make reasonable inquiry about or from the submitting Vendor or from third parties to determine the responsibility of a submitting Vendor. Such inquiry may include, but not be limited to, inquiry regarding financial statements, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of a submitting Vendor to promptly supply any requested information may result in a finding of non-responsibility.

**8. SOLICITATION AMENDMENTS:** It will be the Vendors' responsibility to check for any amendments to the solicitation document(s) prior to submitting a Bid, Proposal, or Quotation. In the event it becomes necessary to revise any part of the Solicitation, amendment(s) will be made available via IPRO. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Bid, Proposal or Quotation, or if failure to give such information would be prejudicial to uninformed Vendors.

**9. NOTICE OF EFFECTIVENESS:** No Contract is effective until the authorized State purchasing official has signed the Contract (which signature may be electronic), and the effective or award date has passed. The Vendor shall not provide any goods or render services until the Contract has been signed by the State purchasing official and the Contract has become effective. Furthermore, the State is in no way responsible for reimbursing the Vendor for goods provided or services rendered prior to the signature by the authorized State purchasing official and the arrival of the effective date of the Contract.

**10. ECONOMY OF PREPARATION:** If submitting a response to a solicitation, responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror's capabilities to satisfy the State's requirements.

**11. SPECIFICATIONS:** Specifications describe the Property the State wants to acquire. Vendors are encouraged to review the specifications closely and present written questions within the time prescribed in the Solicitation to the designated purchasing official. See also Paragraph 14 on Administrative Appeals. The State is prohibited from accepting Property that does not meet the minimum specifications pursuant to Idaho Code Section 67-9230(6).

**12. LAWS:** The laws governing the State's purchases of goods and services are found in Idaho Code Section 67-9201 through Section 67-9234 and IDAPA 38.05.01 et seq., both available on the Internet at http://purchasing.idaho.gov/rules_and_policies.html. It is the Vendor's responsibility to conform to **ALL** applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Vendors in meeting applicable requirements but is not exhaustive and the State will not be responsible for any failure by any Vendor to meet applicable requirements.

**13. PREFERENCE FOR IDAHO SUPPLIERS FOR PURCHASES:** Idaho preferences are governed by Idaho Code Section 67-2349 (Reciprocal Preference) and Idaho Code Section 60-101 – 103 (Printing).

**14. ADMINISTRATIVE APPEALS:** The laws applicable to administrative appeals are set forth at Idaho Code Section 67-9232(1) (Specification Appeals), Idaho Code Section 67-9232(2) (Nonresponsive Appeals), Idaho Code Section 67-9232(3) (Bid Award/Lowest Responsible Bidder Appeal), and Idaho Code Section 67-9232(4) (Sole Source Appeal).

**15. SUBMISSION FORMS:**

A. Manual Submissions – For manually sealed and submitted Bids or Proposals, a submitting Vendor must use the State's supplied signature page (or other binding document as specified) when submitting its Bid or Proposal. The signature page must be manually signed in ink or contain an electronic signature of an authorized agent of the submitting Vendor and returned with the submission package. Manually submitted Bids or Proposals submitted without the signature page or other binding document shall be found nonresponsive and will not be considered. An incomplete, modified or unsigned signature page will be cause for a finding of non-responsiveness. Submissions must be completed either in ink or typewritten. Forms or figures written in pencil are not acceptable. Mistakes should not be erased but may be crossed out and corrections inserted next to the errors and initialed **IN INK** (or with an electronic signature) by the person signing.

B. Submission Forms – Manual Quotations – For manually submitted Quotations, the submitting Vendor may use any response and submission form authorized by the Request For Quotation, including oral, telephonic, facsimile, e-mail, regular mail or via IPRO.

C. Submission Forms – Electronic – For Vendors using IPRO, proper completion of the electronic forms is required.

D. Submission Forms – Manual or Electronic – Regardless of Submission Form, Vendor warrants by submitting a Bid, Proposal or Quotation that it accepts the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors, and any Special Terms and Conditions identified in the Solicitation. Additionally, one or more of the following may be applicable:

1. If the Vendor is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its Bid, Proposal or Quotation, vendor warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall 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; or

2. If Vendor is a natural person eighteen (18) years of age or older,

a. by submitting its Bid, Proposal or Quotation, warrants that its Bid, Proposal or Quotation is subject to Idaho Code section 67-7903 and, pursuant thereto, by submitting its Bid, Proposal or Quotation, attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and

b. prior to being issued a Contract, Vendor will be required to submit proof of lawful presence in the United States in accordance with Idaho Code Section 67-7903.

**16. BID AND REQUEST FOR PROPOSAL SUBMISSIONS:**

A. Manual Submissions – Unless otherwise stated elsewhere in the Solicitation, the submission package or envelope must be **SEALED** and plainly marked in the **LOWER** left corner with the following: (i) the name of the item or service being sought; (ii) opening date and time; and (iii) the Solicitation number. This information is found in the Solicitation document. The submitting Vendor's return address must appear on the envelope or package. Any Bid sheets and the signature page containing an authorized signature must be submitted in a sealed envelope or package. **(Do not respond to more than one Solicitation in the same envelope!)** A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above, and enclosed inside the "Express/Overnight" shipping container or package. No responsibility will attach to the State, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. No oral, telephone, facsimile or late submissions will be considered. All submissions must be received at the physical address designated for courier service and time/date stamped by the purchasing activity prior to the closing date and time. It is the submitting Vendor's responsibility to

timely submit its Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped **prior to the closing time**.

B. Bid Submissions – Electronic – For Bids or Proposals submitted electronically via IPRO, the submitting Vendor is the individual or entity as it is profiled in IPRO. Vendors submitting electronically must complete all steps in the IPRO submission process prior to the scheduled closing date and time.

C. Late Submissions – It is the submitting Vendor's responsibility to ensure that its Bid, Quotation, or Proposal is delivered or electronically submitted to the place designated for receipt prior to the specified closing time. Late submissions will not be considered under any circumstances. The official time used in the receipt of manual submissions is determined by the automatic time/date stamp located at the physical address designated for receipt of Bids, Quotations or Proposals. Electronic submissions will use IPRO's time to determine receipt time. No responsibility will be assumed for delays in the delivery of mail by the U.S. Post Office, private couriers, the intra-State mail system, or for the failure of any computer or electronic equipment. Submitting Vendors are advised that the intra-State mail system may increase delivery time from Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL NOT BE ACCEPTED, AND WILL BE RETURNED TO THE SUBMITTING VENDOR. NO DEVIATIONS WILL BE ALLOWED.**

**17. TABULATION INFORMATION:**

Manual/Electronic Opening – Electronic and manually distributed Solicitations will contain detailed information regarding closing/opening dates and times. Vendors may attend openings of manually submitted Solicitations at the place, date, and time specified on the Solicitation. At that time, for Bids, the names of Bidders and Bid amount will be announced. For Proposals, only the names of the Offerors will be announced. No other information will be disclosed at that time. Individuals may request tabulation information when it becomes available. No tabulation information will be given over the phone.

**18. TERMS AND CONDITIONS OF ENSUING CONTRACT:** Any ensuing Contract will be governed by the *State of Idaho Standard Contract Terms and Conditions*, any applicable Special Terms and Conditions and, if applicable, any negotiated provisions, all as specified in the Solicitation. Unless otherwise identified in the Solicitation, no additional or supplemental terms and conditions submitted by the submitting Vendor as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to the Solicitation and any ensuing Contract. If additional or supplemental terms and conditions, either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that *the State of Idaho Standard Contract Terms and Conditions* and any Special Terms and Conditions in the Solicitation are the only conditions applicable to the Solicitation and any ensuing Contract and the submitting Vendor's authorized signature affixed to the signature page form attests to this. If you condition your Bid or Proposal on such additional terms and conditions, your Bid or Proposal will be deemed nonresponsive. **IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE STATE'S TERMS AND CONDITIONS, ADDRESS THEM IN WRITING TO THE DESIGNATED PURCHASING OFFICIAL WITHIN THE TIME PERIOD PRESCRIBED PRIOR TO THE SOLICITATION CLOSING DATE.**

**19. PRE-OPENING SOLICITATION WITHDRAWALS OR MODIFICATION:**

A. Manual – Manual submissions may be withdrawn or modified only as follows: Bids or Proposals may be withdrawn or modified prior to the closing by written communication signed by the submitting Vendor. Bids or Proposals may be withdrawn prior to closing in person upon presentation of satisfactory evidence establishing the individual's authority to act on behalf of the submitting Vendor. Any withdrawing or modifying communication must clearly identify the Solicitation. A modifying letter should be worded so as **NOT** to reveal the amount.

B. Pre-Opening Solicitation Withdrawals – Electronic – A submitting Vendor using IPRO may withdraw a previously submitted Solicitation response at any time prior to the closing by submitting another response with a zero unit price for each affected line item of the Solicitation and inserting the words "WITHDRAWAL OF PREVIOUSLY SUBMITTED BID" in the comments field for each affected line item or may select the "INTENTIONAL NO BID" checkbox in IPRO.

C. Pre-Opening Solicitation Modification – Electronic – A submitting Vendor using IPRO may modify or change a previously submitted Solicitation response at any time prior to the closing by amending its solicitation response in IPRO and resubmitting (i.e. adding or removing attachments, modifying pricing, etc.).

**20. REJECTION OF BIDS AND PROPOSALS AND CANCELLATION OF SOLICITATION:**

A. Prior to the issuance of a Contract, the State shall have the right to accept or reject all or any part of a Bid, Proposal or Quotation or any and all Bids, Proposals and Quotations when: (i) it is in the best interests of the State; (ii) the Bid, Proposal or Quotation does not meet the minimum specifications; (iii) the Bid, Proposal or Quotation is not the lowest responsible Bid, Proposal or Quotation; (iv) a finding is made based upon available evidence that a submitting Vendor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the Solicitation requirements). Deviations will be considered major when such deviations appear to frustrate the competitive Solicitation process or provide a submitting Vendor an unfair advantage.

B. Prior to the issuance of a Contract, the State shall have the right to reject all Bids, Proposals, or Quotations or to cancel a Solicitation. Cancellation may be for reasons that include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) Property is no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Bids, Proposals or Quotations were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the Solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the State.

**21. BURDEN OF PROOF:** It shall be the responsibility and burden of the submitting Vendor to furnish, with its original submission, unless otherwise provided in the Solicitation, sufficient data for the State to determine whether or not the property offered conforms to the specifications.

**22. ALTERNATE BIDS:** Multiple bids submitted by a single submitting Vendor, or a submitting Vendor's alternate bids, **WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.**

**23. DISCOUNTS:** Discounts, when applicable, shall be shown in a single net percentage figure (e.g. 57-1/4% instead of 50, 10, and 5 percent). **DISCOUNTS FOR PROMPT PAYMENT WILL BE ACCEPTED BUT CANNOT BE USED IN DETERMINING THE LOWEST BID.**

**24. UNIT PRICES GOVERN:** Unit prices shall govern. IMPORTANT: Prices must be given in the "unit of measure" required in the Solicitation. Example: If the Solicitation requires an item by the "piece," submit pricing by the "piece." If the Solicitation requires an item by the "foot," submit pricing by the "foot."

**25. FIRM PRICES:** The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing date, unless otherwise identified in the Solicitation. No Bid, Quotation or Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids, Quotations and Proposals must be in U.S. Dollars.

**26. ORAL INFORMATION:** Questions concerning a Solicitation must be directed in writing to the designated purchasing official in the period of time prescribed in the Solicitation. Bids, Proposals, or Quotations deviating from the specifications by any means other than that which is allowed by an amendment to the Solicitation written and issued by the State will be subject to rejection. The State will not be responsible for any verbal or oral information given to Vendors by anyone other than an authorized purchasing official who has provided information in writing. Reliance on any oral representation is at the Vendor's sole risk.

**27. GOVERNMENTAL USE ONLY:** Unless otherwise noted in the Solicitation, all purchases made pursuant to the Solicitation are for the internal use of government only and will not be resold to the general public at retail. Upon request, the State will issue a certification that all purchases made pursuant to the Solicitation are intended for the internal use of government and will not be resold to the general public at retail.

**28. PUBLIC RECORDS:**

A. The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to the State's

Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you **MUST** so indicate by marking as "exempt" **EACH PAGE** containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and **WILL NOT BE HONORED**. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and **WILL NOT BE HONORED**. Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. The State, to the extent allowed by law and in accordance with these Solicitation Instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel **PRIOR TO SUBMISSION** of your Bid, Proposal or Quotation.

B. If your Bid, Proposal or Quotation contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Bid, Proposal or Quotation with all exempt information removed or blacked out. The State will provide this redacted Bid, Proposal or Quotation to requestors under the Public Records Law. Submitting Vendors must also:

1. Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."

2. Provide a separate document with your Bid, Proposal or Quotation entitled "List of Redacted Exempt Information," which provides a succinct list of all exempt material noted in your Bid, Proposal or Quotation. The list must be in the order in which the material appears in your Bid, Proposal or Quotation, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow the State to determine the precise 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.

C. Vendor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor's failure to designate individual documents as exempt. The Vendor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

**29. LENGTH OF CONTRACT:** Pursuant to Idaho Code Section 67-9205(10), the State may enter into Contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such Contracts contain no penalty to or restriction upon the State in the event cancellation is necessitated by a lack of financing for any such Contract or Contracts.

**30. LEASE-PURCHASE OPTIONS:** Idaho Code Section 67-9222 reads, in part, as follows: "Any exercise of an option to acquire previously nonowned property, or any other procedure which shall serve to pass title to the state where no passage of title existed before, shall be deemed to be a new acquisition and, prior to execution all applicable provisions and procedures of this chapter shall be exercised." (**NOTE**: This provision is **NOT** applicable to time purchase or installment purchase contracts).