Idaho Division of Purchasing

Renewal

Purchase Order Name:	Fresh Produce for Idaho Institutions
Contract Number:	SBPO18200151
Parties:	State of Idaho GRASMICK PRODUCE CO. INC.
This Renewal Value:	100,000.00 USD
Total Contract Value:	3,101,391.83 USD
Start Date:	**10/1/2020 12:00 AM**
End Date:	**10/31/2020 11:59 PM**

DOP Contract Administrator:	Maria Minicucci; Maria.Minicucci@adm.idaho.gov
DOP Purchasing Lead:	Jason Urquhart; Jason.Urquhart@adm.idaho.gov

Instructions

SBPO18200151, Fresh Produce for Idaho Institutions (the "Contract,") is extended for the time period as provided above. All of the terms and conditions contained in the Contract shall remain in effect except expressly modified herein. Contractor's signed renewal 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.

GRASMICK PRODUCE CO. INC
Mrs. Angela Reed
208-376-3981
angela@grasmickproduce.com

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: N/A

Internal Comments: N/A

Signature By: Maria Minicucci Digitally signed by Maria Minicucci Date: 2020.10.01 16:54:52 -06'00'

State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
VALERIE BOLLINGER
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

September 23, 2020

Grasmick Produce
Attn: Angela Reed

VIA E-MAIL TRANSMISSION
angela@grasmickproduce.com

RE: Renewal of Contract SBPO18200151, a Contract for Fresh Produce for various State of Idaho Agencies, Institutions, and Departments; Expiring 9/30/2020

The state of Idaho would like to renew the above referenced contract for a period of one (1) month. The contract renewal period is October 1, 2020 to October 31, 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 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. **CONTRACTOR-COMPLETE THIS SECTION:**

Sincerely,

Jason R. Urquhart
Digitally signed by Jason R. Urquhart
Date: 2020.09.23 07:51:46 -06'00'

Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Grasmick Produce

BY: _____
(Signature)

Angela Reed
(Printed Name)

DATE: 9-23-20

UPDATED CONTACT INFORMATION for SBPO18200151:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

IDAHO

Idaho Division of Purchasing

Statewide Blanket Purchase Order

Purchase Order Summary

Purchase Order Name:	Fresh Produce 7/20 - 9/20
Contract Number:	SBPO18200151
Contract Value:	300,000.00 USD
Purchase Order Date:	6/24/2020
Submitted By:	Jason Urquhart

Service Start Date:
7/1/2020 12:00 AM
Service End Date:
9/30/2020 11:59 PM

Supplier:
Angela Reed
GRASMICK PRODUCE
215 E 42nd St
Boise, 10 83714
Phone: 2083763981
Fax: 2083763988
Email: angela@grasmickproduce.com

Instructions

SBPO18200151, Fresh Produce for Idaho Institutions (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

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

Contract History:
Contract initial term: 11/1/17 – 10/31/18. Total estimated amount: $996,391.83.
Amendment 1 (extension). Term: 11/1/18 – 2/28/19. Total estimated amount: $400,00.00.
Amendment 2 (renewal). Term: 3/1/19 – 10/31/19. Total estimated amount: $805,000.00.
Amendment 3 (renewal). Term: 11/1/19 – 2/29/20. Total estimated amount: $100,000.00.
Amendment 4 (renewal). Term: 3/1/20 – 4/30/20. Total estimated amount: $200,000.00.
Amendment 5 (renewal). Term: 5/1/20 – 6/30/20. Total estimated amount: $200,000.00.
Amendment 6 (renewal). Term: 7/1/20 – 9/30/20. Total estimated amount: $300,000.00.
Total estimated contract value: $3,001,391.83.

Special Instructions:

Internal Comments:

Signature: Jason Urquhart

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

June 12, 2020

Grasmick Produce
Attn: Angela Reed

VIA E-MAIL TRANSMISSION
angela@grasmickproduce.com

RE: Renewal of Contract SBPO18200151, a Contract for Fresh Produce for various State of Idaho Agencies, Institutions, and Departments; Expiring 6/30/2020

The state of Idaho would like to renew the above referenced contract for a period of three (3) months. The contract renewal period is July 1, 2020 to September 30, 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 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. **CONTRACTOR-COMPLETE THIS SECTION:**

Sincerely,

Jason R. Urquhart
Digitally signed by Jason R. Urquhart
Date: 2020.06.12 07:49:34 -06'00'

Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Grasmick Produce

BY: _____ (Signature)

Angela Reed (Printed Name)

DATE: 6-12-20

UPDATED CONTACT INFORMATION for SBPO18200151:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

IDAHO

Idaho Division of Purchasing

Statewide Blanket Purchase Order

Purchase Order Summary

Purchase Order Name:	Fresh Produce 5/20 - 6/20
Contract Number:	SBPO18200151
Contract Value:	200,000.00 USD
Purchase Order Date:	4/21/2020
Submitted By:	Jason Urquhart

Service Start Date:
5/1/2020 12:00 AM
Service End Date:
6/30/2020 11:59 PM

Supplier:
Angela Reed
GRASMICK PRODUCE
215 E 42nd St
Boise, 10 83714
Phone: 2083763981-
Fax: 2083763988
Email: angela@grasmickproduce.com

Instructions

SBPO18200151, Fresh Produce for Idaho Institutions (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

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

Contract History:
Contract initial term: 11/1/17 – 10/31/18. Total estimated amount: $996,391.83.
Amendment 1 (extension). Term: 11/1/18 – 2/28/19. Total estimated amount: $400,00.00.
Amendment 2 (renewal). Term: 3/1/19 – 10/31/19. Total estimated amount: $805,000.00.
Amendment 3 (renewal). Term: 11/1/19 – 2/29/20. Total estimated amount: $100,000.00.
Amendment 4 (renewal. Term: 3/1/20 – 4/30/20. Total estimated amount: $200,000.00.
Amendment 5 (renewal. Term: 5/1/20 – 6/30/20. Total estimated amount: $200,000.00.
Total estimated contract value: $2,701,391.83.

Special Instructions:

Internal Comments:

Signature: Jason Urquhart

Signed By: Jason R. Urquhart Digitally signed by Jason R. Urquhart Date: 2020.04.21 11:53:37 -06'00'

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

April 21, 2020

Grasmick Produce
Attn: Angela Reed

VIA E-MAIL TRANSMISSION
angela@grasmickproduce.com

RE: Renewal of Contract SBPO18200151, a Contract for Fresh Produce for various State of Idaho Agencies, Institutions, and Departments; Expiring 4/30/2020

The state of Idaho would like to renew the above referenced contract for a period of two (2) months. The contract renewal period is May 1, 2020 to June 30, 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 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. **CONTRACTOR-COMPLETE THIS SECTION:**

Sincerely,

Jason R. Urquhart
Digitally signed by Jason R. Urquhart
Date: 2020.04.21 06:09:06 -06'00'

Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Grasmick Produce Co., Inc.

BY: _____ (Signature)

Angela Reed (Printed Name)

DATE: 4-21-20

UPDATED CONTACT INFORMATION for SBPO18200151:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

IDAHO

Idaho Division of Purchasing

Statewide Blanket Purchase Order

Purchase Order Summary

Purchase Order Name:	Fresh Produce 3/20 - 4/20
Contract Number:	SBPO18200151
Contract Value:	$200,000.00 USD
Purchase Order Date:	2/11/2020
Service Start Date:	3/1/2020 12:00 AM
Service End Date:	4/30/2020 11:59 PM
Submitted By:	Jason Urquhart

Supplier:
Angela Reed
GRASMICK PRODUCE
215 E 42nd St
Boise, 10 83714
Phone: 2083763981-
Fax: 2083763988
Email: angela@grasmickproduce.com

Instructions

SBPO18200151, Fresh Produce for Idaho Institutions (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

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

Contract History:
Contract initial term: 11/1/17 – 10/31/18. Total estimated amount: $996,391.83.
Amendment 1 (extension). Term: 11/1/18 – 2/28/19. Total estimated amount: $400,00.00.
Amendment 2 (renewal). Term: 3/1/19 – 10/31/19. Total estimated amount: $805,000.00.
Amendment 3 (renewal). Term: 11/1/19 – 2/29/20. Total estimated amount: $100,000.00.
Amendment 4 (renewal. Term: 3/1/20 – 4/30/20. Total estimated amount: $200,000.00.
Total estimated contract value: $2,501,391.83.

Special Instructions:

Internal Comments:

Total USD: $200,000.00

Signature: Jason Urquhart

Signed By: _____

State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
BRYAN MOONEY
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 11, 2020

Grasmick Produce
Attn: Angela Reed

VIA E-MAIL TRANSMISSION
angela@grasmickproduce.com

RE: Renewal of Contract SBPO18200151, a Contract for Fresh Produce for various State of Idaho Agencies, Institutions, and Departments; Expiring 10/31/2019

The state of Idaho would like to renew the above referenced contract for a period of two (2) months. The contract renewal period is March 1, 2020 to April 30, 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 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. **CONTRACTOR-COMPLETE THIS SECTION:**

Sincerely,

Jason R. Urquhart Digitally signed by Jason R. Urquhart Date: 2020.02.11 09:34:28 -07'00'

Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Grasmick Produce Co, Inc.

BY: _____
(Signature)

Angela Reed
(Printed Name)

DATE: 2-11-20

UPDATED CONTACT INFORMATION for SBPO18200151:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

IDAHO

Idaho Division of Purchasing

Statewide Blanket Purchase Order

Purchase Order Name: **Fresh Produce for Idaho Institutions**

Contract Number: SBPO18200151

Contract Value: 100,000.00 USD

Purchase Order Date: 10/17/2019

Service Start Date: 11/1/2019 12:00 AM

Service End Date: 2/29/2020 11:59 PM

Submitted By: Jason Urquhart

Supplier:

Angela Reed
GRASMICK PRODUCE
215 E 42nd St
Boise, 10 83714
Phone: 2083763981-
Fax: 2083763988
Email: angela@grasmickproduce.com

Instructions

SBPO18200151, Fresh Produce for Idaho Institutions (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

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

Contract History:
Contract initial term: 11/1/17 – 10/31/18. Total estimated amount: $996,391.83.
Amendment 1 (extension). Term: 11/1/18 – 2/28/19. Total estimated amount: $400,00.00.
Amendment 2 (renewal). Term: 3/1/19 – 10/31/19. Total estimated amount: $805,000.00.
Amendment 3 (renewal). Term: 11/1/19 – 2/29/20. Total estimated amount: $100,000.00.
Total estimated contract value: $2,301,391.83.

Special Instructions:

Internal Comments:

Total USD

Signature: Jason Urquhart

Signed By: Jason R. Urquhart

Digitally signed by Jason R. Urquhart
DN: cn=Jason R. Urquhart, o=Department of Administration, ou=Division of Purchasing, email=jason.urquhart@adm.idaho.gov, c=US
Date: 2019.10.17 08:59:52 -06'00'

State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
BRYAN MOONEY
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

October 15, 2019

Grasmick Produce
Attn: Angela Reed

VIA E-MAIL TRANSMISSION
angela@grasmickproduce.com

RE: Renewal of Contract SBPO18200151, a Contract for Fresh Produce for various State of Idaho Agencies, Institutions, and Departments; Expiring 10/31/2019

The state of Idaho would like to renew the above referenced contract for a period of four (4) months. The contract renewal period is November 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 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. **CONTRACTOR-COMPLETE THIS SECTION:**

Sincerely,

Jason R. Urquhart

Digitally signed by Jason R. Urquhart
DN: cn=Jason R. Urquhart, o=Department of Administration, ou=Division of Purchasing, email=jason.urquhart@adm.idaho.gov, c=US
Date: 2019.10.15 15:20:00 -06'00'

Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Grasmick Produce

BY: _____
(Signature)

Chris Gaskell
(Printed Name)

DATE: 10/15/19

UPDATED CONTACT INFORMATION for SBPO18200151:

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:	SBPO18200151
Account Number:	AC-1
Revision Number:	02
Change Order Date:	February 07, 2019
Service Start Date:	March 1, 2019
Service End Date:	October 31, 2019
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	**ChangeLog.htm** :Purchase Order Change

Supplier

Angela Reed
GRASMICK PRODUCE
215 E 42nd St
Boise, ID 83714
Phone: 2083763981-

Fax: 2083763988

Email: angela@grasmickproduce.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

SBPO18200151, Fresh Produce for Idaho Institutions (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

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

Contract History:
Contract initial term: 11/1/17 – 10/31/18. Total estimated amount: $996,391.83.

Amendment 1 (extension). Term: 11/1/18 – 2/28/19. Total estimated amount: $400,00.00.
Amendment 2 (renewal). Term: 3/1/19 – 10/31/19. Total estimated amount: $805,000.00.
Total estimated contract value: $2,201,391.83.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	805,000.00	$805,000.00

Item Description #1
Contract renewal period: March 1, 2019 through October 31, 2019.

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

Sub-Total (USD)	$805,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$805,000.00

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

State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
BRYAN MOONEY
Director
SARAH HILDERBRAND
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 6, 2019

Grasmick Produce
Attn: Angela Reed

VIA E-MAIL TRANSMISSION
angela@grasmickproduce.com

RE: Renewal of Contract SBPO18200151, a Contract for Fresh Produce for 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 eight (8) months. The contract renewal period is March 1, 2019 to October 31, 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. **CONTRACTOR-COMPLETE THIS SECTION:**

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

RENEWAL APPROVED (check one): ___YES___NO

COMPANY: Grasmick Produce

BY: _____
(Signature)

Angela Reed
(Printed Name)

DATE: 2-6-19

UPDATED CONTACT INFORMATION for SBPO18200151:

Contact Name	Angela Reed
Title	President
Address	215 E. 42nd St. Boise, ID 83714
Phone	208-376-3981
Fax	n/a
E-mail	angela@grasmickproduce.com

"Serving Idaho citizens through effective services to their governmental agencies"

IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO18200151
Account Number:	AC-1
Revision Number:	01
Change Order Date:	October 11, 2018
Service Start Date:	November 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

Mike grasmick
GRASMICK PRODUCE
215 east 42nd street
Boise, ID 83714
Phone: 208-376-3981

Fax: 208-376-3988

Email: mike@grasmickproduce.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

SBPO18200151, Fresh Produce for Idaho Institutions (the "Contract") is extended for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed extension letter is attached and incorporated herein by reference.

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

Contract History:
Contract initial term: 11/1/17 – 10/31/18. Total estimated amount: $996,391.83.

Extension 01. Term: 11/1/18 – 2/28/19. Total estimated amount: $400,00.00.
Total estimated contract value: $1,396,391.83.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	ANN	400,000.00	$400,000.00

Item Description #1
Contract extension period: November 1, 2018 through February 28, 2019.

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

Sub-Total (USD)	$400,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$400,000.00

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

State of Idaho

Department of Administration
Division of Purchasing

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

October 5, 2018

Grasmick Produce
Attn: Angela Reed

VIA E-MAIL TRANSMISSION
angela@grasmickproduce.com

RE: Extension of Contract SBPO18200151, a Contract for Fresh Produce for various State of Idaho Agencies, Institutions, and Departments; Expiring 10/31/2018

The state of Idaho (the State) would like to extend the above referenced contract for a period of four (4) months.

The contract extension period is November 1, 2018 to February 28, 2019. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

If the terms of this extension letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System. (Please be advised that it is the State's intent to issue a new Solicitation for fresh produce.)

Thank you for your consideration in this matter. **CONTRACTOR-COMPLETE THIS SECTION:**

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

EXTENSION APPROVED (check one): ✓ YES ___ NO

COMPANY: Grasmick Produce

BY: _____
(Signature)

Angela Reed
(Printed Name)

DATE: 10-10-18

UPDATED CONTACT INFORMATION for SBPO18200151:

Contact Name	Angela Reed
Title	President
Address	215 E. 42nd St., Boise, ID 83714
Phone	208-376-3981
Fax	208-376-3988
E-mail	angela@grasmickproduce.com

"Serving Idaho citizens through effective services to their governmental agencies"

IDAHO

State of Idaho

State Wide Blanket Purchase Order

Purchase Order Summary

Purchase Order Number: SBPO18200151

Account Number: AC-1

Purchase Order Date: October 19, 2017

Service Start Date: November 1, 2017

Service End Date: October 31, 2018

Payment Method: Invoice

Payment Terms: NET30

Currency USD

FOB Instruction: Destination

Attachment(s):

Supplier

Mike grasmick
GRASMICK PRODUCE
215 east 42nd street
Boise, ID 83714
Phone: 208-376-3981

Fax: 208-376-3988

Email: mike@grasmickproduce.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 Fresh Produce for Idaho Institutions for the State of Idaho 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 additional renewal periods subject to mutual, written agreement between the parties. The anticipated total Contract term is five (5) years.

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 letters to Grasmick Produce Co., Inc. dated September 12, 2017 and September 19, 2017, and including the state of Idaho's negotiation letters to Grasmick Produce Co., Inc. dated October 5, 2017 and October 10, 2017).
3. The Contractor's signed Bid (including Grasmick Produce Co., Inc.'s September 12, 2017 and September 22, 2017 responses, and including Grasmick Produce Co., Inc.'s October 9, 2017 response to the state of Idaho's October 5, 2017 negotiation letter).

ANGELA REED
President, Grasmick Produce Co., Inc.

DATE 10-20-17

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	ANN	996,391.83	$996,391.83

Item Description #1
Contract initial term: November 1, 2017 through October 31, 2018.

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

Sub-Total (USD)	$996,391.83
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$996,391.83

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

October 10, 2017

Angela Reed
Grasmick Produce Co., Inc.
215 E. 42nd St.
Garden City, ID 83714

VIA FACSIMILE TRANSMISSION
FAX NUMBER 208-376-3988
ORIGINAL MAILED

Re: Conclusion of Negotiations - ITB18000001 – Fresh Produce for Idaho Institutions for the State of Idaho

Dear Ms. Reed:

We have received the response to our October 5, 2017 letter from Grasmick Produce Co., Inc. ("Grasmick"), which response was dated October 9, 2017. We thank Grasmick for agreeing to enter into negotiations and for providing its agreement to the requests set forth in sections 2 and 3 of our October 5, 2017 letter.

Based on the above, we consider negotiations to have concluded. We will contact Grasmick again shortly regarding Invitation to Bid number ITB18000001.

If you have any questions, feel free to contact me directly at jason.urquhart@adm.idaho.gov or at 208-332-1608.

Sincerely,

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

State of Idaho

Department of Administration
Division of Purchasing

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

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

October 5, 2017

Angela Reed
Grasmick Produce Co., Inc.
215 E. 42nd St.
Garden City, ID 83714

VIA FACSIMILE TRANSMISSION
FAX NUMBER 208-376-3988
ORIGINAL MAILED

Re: Request to Negotiate - ITB18000001 – Fresh Produce for Idaho Institutions for the State of Idaho

Dear Ms. Reed:

Please be advised that the Administrator of the Division of Purchasing has granted authorization to enter into negotiations with Grasmick Produce Co., Inc. ("Grasmick"), so, within this letter is our request to enter into negotiations with Grasmick. The purpose of the negotiations is to delete four (4) items from the Unit Price Schedule of the Bid Schedule (REV 1) and to allow for a price change for one Item based on previous correspondence with Grasmick.

If negotiations are successful, we intend to continue with the remainder of our process before considering award of contract.

Please respond to each section of this letter, below, with the signature of an authorized individual after each section, and return this completed correspondence to my attention at: jason.urquhart@adm.idaho.gov.

1. Request to Enter into Negotiations.

Division of Purchasing: Please indicate Grasmick's willingness to enter into negotiations as identified above by circling YES or NO below, and by signing below.
GRASMICK WILL ENTER INTO NEGOTIATIONS WITH THE DIVISION OF PURCHASING: **YES** or **NO** **(Please Circle)**
Grasmick's Authorized Confirming Signature: _____ **Date:** 10-9-17

"Serving Idaho citizens through effective services to their governmental agencies"

October 5, 2017
Page 2

2. See the ITB's Attachment 3-Bid Schedule, REV 1, Unit Price Schedule tab.

Division of Purchasing, Negotiation Issue #1: Within Grasmick's Bid, on the second page of the ITB's Attachment 3-Bid Schedule, REV 1, Unit Price Schedule tab, in the "Agree to provide? Yes or No" column, Grasmick entered "NO" for the following Item Descriptions:

- ASPARAGUS, CUTS & TIPS
- BOK CHOY, FRESH
- CABBAGE, GREEN SHRED - Fine Shred/Angel Hair Bagged
- GRAPE, RED SEEDLESS (Our Stated Unit of Measure for this Item Description is "1-10-21#")

Requests from the Division of Purchasing as part of the negotiations:

1. **We request to delete these four (4) items from both Invitation to Bid ITB18000001 and from Grasmick's Bid.**

2. **We request that Grasmick agree that Institutions can purchase these items from other sources, and that such purchases will not factor into the percentage listed in the first paragraph of ITB section 10.1, Purchase and Delivery of Fresh Produce – General.**

Please identify Grasmick's agreement by circling YES below, and by signing below.

Or, if Grasmick disagrees, circle NO and sign below.

YES **or** **NO** **(Please Circle)**

Grasmick's Authorized Confirming Signature: _____

Date: 10-9-17

3. See the ITB's Attachment 3-Bid Schedule, REV 1, Unit Price Schedule tab.

Division of Purchasing, Negotiation Issue #2: This Negotiation Issue relates to section #3 of our letter to Grasmick dated September 19, 2017, and to Grasmick's response to that section within its letter dated September 22, 2017. Within that response, Grasmick identified that it located an invoice (which was attached to Grasmick's September 22, 2017 letter) that was closer to the August 1, 2016 of Column E of the Unit Price Schedule tab.

Grasmick further identified that, based on the invoice that was closer to the August 1, 2016 of Column E of the Unit Price Schedule tab, the Column E price for Item #14 should be $2.76, rather than the price that Grasmick entered into its completed Bid Schedule, which was $2.52.

Requests from the Division of Purchasing as part of the negotiations:

1. **We request that Grasmick's Column E price for Item #14 be changed to read "$2.76".**

2. **The above change will cause changes to other cells within the Item #14 row, and will cause a change to the Grand Total, Fresh Produce, within Grasmick's Bid. We request to make those changes, as follows:**
   a. **The dollar amount of the cell within Column H for Item #14 is changed to read "$2.67".**
   b. **The dollar amount of the cell within Column K for Item #14 is changed to read "$5.37".**
   c. **The dollar amount of the cell within Column L for Item #14 is changed to read "$5,370.00".**
   d. **Grasmick's Grand Total, Fresh Produce is changed to read $996,391.83".**

Please identify Grasmick's agreement by circling YES below, and by signing below.

Or, if Grasmick disagrees, circle NO and sign below.

YES or NO (Please Circle)

Grasmick's Authorized Confirming Signature: _____

Date: 10-9-17

Please note that, if Grasmick agrees to sections 2 and 3 of above, Grasmick and the Division of Purchasing agree that the changes identified in sections 2 and 3 are then in effect. We will not make physical changes to the Invitation to Bid's documents or to Grasmick's Bid to memorialize the changes.

Your completed response is required as soon as possible but no later than 12 P.M. (noon) Mountain time on Tuesday, October 10, 2017.

We appreciate your prompt attention to this letter. You may contact me directly at 208-332-1608 or at jason.urquhart@adm.idaho.gov with any questions regarding this correspondence.

Sincerely,

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

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

October 5, 2017

Angela Reed
Grasmick Produce Co., Inc.
215 E. 42nd St.
Garden City, ID 83714

VIA FACSIMILE TRANSMISSION
FAX NUMBER 208-376-3988
ORIGINAL MAILED

Re: Request to Negotiate - ITB18000001 – Fresh Produce for Idaho Institutions for the State of Idaho

Dear Ms. Reed:

Please be advised that the Administrator of the Division of Purchasing has granted authorization to enter into negotiations with Grasmick Produce Co., Inc. ("Grasmick"), so, within this letter is our request to enter into negotiations with Grasmick. The purpose of the negotiations is to delete four (4) items from the Unit Price Schedule of the Bid Schedule (REV 1) and to allow for a price change for one Item based on previous correspondence with Grasmick.

If negotiations are successful, we intend to continue with the remainder of our process before considering award of contract.

Please respond to each section of this letter, below, with the signature of an authorized individual after each section, and return this completed correspondence to my attention at: jason.urquhart@adm.idaho.gov.

1. Request to Enter into Negotiations.

Division of Purchasing: Please indicate Grasmick's willingness to enter into negotiations as identified above by circling YES or NO below, and by signing below.
GRASMICK WILL ENTER INTO NEGOTIATIONS WITH THE DIVISION OF PURCHASING: **YES or NO (Please Circle)**
Grasmick's Authorized Confirming Signature: _____ **Date:** _____

2. See the ITB's Attachment 3-Bid Schedule, REV 1, Unit Price Schedule tab.

Division of Purchasing, Negotiation Issue #1: Within Grasmick's Bid, on the second page of the ITB's Attachment 3-Bid Schedule, REV 1, Unit Price Schedule tab, in the "Agree to provide? Yes or No" column, Grasmick entered "NO" for the following Item Descriptions:

- ASPARAGUS, CUTS & TIPS
- BOK CHOY, FRESH
- CABBAGE, GREEN SHRED - Fine Shred/Angel Hair Bagged
- GRAPE, RED SEEDLESS (Our Stated Unit of Measure for this Item Description is "1-10-21#")

Requests from the Division of Purchasing as part of the negotiations:

1. **We request to delete these four (4) items from both Invitation to Bid ITB18000001 and from Grasmick's Bid.**

2. **We request that Grasmick agree that Institutions can purchase these items from other sources, and that such purchases will not factor into the percentage listed in the first paragraph of ITB section 10.1, Purchase and Delivery of Fresh Produce – General.**

Please identify Grasmick's agreement by circling YES below, and by signing below.

Or, if Grasmick disagrees, circle NO and sign below.

YES or NO (Please Circle)

Grasmick's Authorized Confirming Signature: _____

Date: _____

3. See the ITB's Attachment 3-Bid Schedule, REV 1, Unit Price Schedule tab.

Division of Purchasing, Negotiation Issue #2: This Negotiation Issue relates to section #3 of our letter to Grasmick dated September 19, 2017, and to Grasmick's response to that section within its letter dated September 22, 2017. Within that response, Grasmick identified that it located an invoice (which was attached to Grasmick's September 22, 2017 letter) that was closer to the August 1, 2016 of Column E of the Unit Price Schedule tab.

Grasmick further identified that, based on the invoice that was closer to the August 1, 2016 of Column E of the Unit Price Schedule tab, the Column E price for Item #14 should be $2.76, rather than the price that Grasmick entered into its completed Bid Schedule, which was $2.52.

Requests from the Division of Purchasing as part of the negotiations:

1. **We request that Grasmick's Column E price for Item #14 be changed to read "$2.76".**

2. **The above change will cause changes to other cells within the Item #14 row, and will cause a change to the Grand Total, Fresh Produce, within Grasmick's Bid. We request to make those changes, as follows:**
   a. **The dollar amount of the cell within Column H for Item #14 is changed to read "$2.67".**
   b. **The dollar amount of the cell within Column K for Item #14 is changed to read "$5.37".**
   c. **The dollar amount of the cell within Column L for Item #14 is changed to read "$5,370.00".**
   d. **Grasmick's Grand Total, Fresh Produce is changed to read $996,391.83".**

Please identify Grasmick's agreement by circling YES below, and by signing below.

Or, if Grasmick disagrees, circle NO and sign below.

YES or NO (Please Circle)

Grasmick's Authorized Confirming Signature: _____

Date: _____

Please note that, if Grasmick agrees to sections 2 and 3 of above, Grasmick and the Division of Purchasing agree that the changes identified in sections 2 and 3 are then in effect. We will not make physical changes to the Invitation to Bid's documents or to Grasmick's Bid to memorialize the changes.

Your completed response is required as soon as possible but no later than 12 P.M. (noon) Mountain time on Tuesday, October 10, 2017.

We appreciate your prompt attention to this letter. You may contact me directly at 208-332-1608 or at jason.urquhart@adm.idaho.gov with any questions regarding this correspondence.

Sincerely,

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

grasmickproduce.com

Grasmick PRODUCE

BOISE
PO Box 45120
Boise, Idaho 83711
208-376-3981 (phone)

IDAHO FALLS
1395 Enterprise
Idaho Falls, Idaho 83402
208-522-0800 (phone)

September 22, 2017

Dear Mr. Urquhart,

This letter is in response to your September 19, 2017, correspondence. Grasmick Produce Company's response to each request for clarification is below. For your convenience, each numbered section below corresponds to the section number in your correspondence.

Response to Section 1:

By entering "0.00%" for Special Service #s 3 through 7, Grasmick Produce means that it will not charge an additional percentage in connection with the provision of those services. In other words, Grasmick Produce is willing to provide those services at no additional cost.

Response to Section 2:

Grasmick Produce submitted an invoice dated 6/22/2016 for this item because that is the last date Grasmick Produce purchased that item prior to August 1, 2016.

Response to Section 3:

Upon further inquiry, Grasmick Produce was able to locate an invoice for this item dated August 4, 2016. Pursuant to that invoice, which is enclosed herewith, the cost was .23 cents per lb. On average, a 1 ct watermelon weighs 12 lbs. Thus, based on this invoice, the cost for a 1 ct watermelon (weighing 12 lbs) would be $2.76. Grasmick apologizes for the error in its submission for this item for this particular period.

Response to Section 4:

The invoice Grasmick Produce submitted for this item describes the item as follows: "Watermelon, Seedless, 45 ct" with a weight of "750 lbs" and a unit price of "$154.00." To calculate the price for a 1 ct watermelon, Grasmick Produce performed the following calculation:

$154.00/750 lbs = .205 x 12 lbs = $2.46

On average, a 1 ct watermelon weighs 12 lbs. Thus, to determine the weight of a 1 ct watermelon, Grasmick Produce took the per pound price of .205 and multiplied it by 12 lbs to arrive at a

cost of $2.46. While the invoice identifies that the product is "45 ct," Grasmick Produce used the pound price because that is more consistent with industry practice.

Grasmick Produce also calculated the other 1 ct watermelon prices for the other periods using this same methodology.

Response to Section 5:

Grasmick Produce apologies that the spreadsheet attached to its bid identified the pricing for choice 88 ct oranges; however, the price of $15.35 was correct. The correct spreadsheet for choice 113 ct oranges is attached to this letter.

As you will note from the attachment, the contract cost for the Oct – Dec 2017 quarter is $14.95. Because this contract is managed through Produce Alliance, Produce Alliance charges Grasmick Produce an additional .40 cent fee per package of product purchased on the contract. Thus, Grasmick's cost for the product in the October – Dec 2017 quarter would be as follows:

$14.95 + .40 = $15.35

Response to Section 6:

The product bid by Grasmick Produce for Item #17 is 25 lbs.

Response to Section 7:

The product bid by Grasmick Produce for Item #22 is 25 lbs.

Please let me know you have any additional questions or concerns or need any additional information in connection with Grasmick Produce's submission.

Very truly yours,

Angela Reed

Wagner Farms

3240 West Chinden Blvd.
Meridian, Idaho 83646-5142
208.888.6161

Invoice

Date	Invoice #
8/4/2016	2129

Bill To
Grasmick Produce 215 East 42nd Boise, ID 83714

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Wade	Due Upon Receipt		8/4/2016	Rod Truck		

Quantity	Item Code	Description	Price Each	Amount
6,103	Vegetables & Fruit	Seedless Melons	0.23	1,403.69

	Total	$1,403.69

Produce Alliance Citrus Comparison

Oranges

Size/Grade	Oct - Dec 2017	Jan - Mar 2018	Apr - Jun 2018	Jul - Sept 2018
	Wonderful	Wonderful	Wonderful	Wonderful
Choice 113	$14.95	$13.95	$14.50	$13.95

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

September 19, 2017

Angela Reed
Grasmick Produce Co., Inc.
215 E. 42nd St.
Garden City, ID 83714

VIA FACSIMILE TRANSMISSION
FAX NUMBER 208-376-3988
ORIGINAL MAILED

Re: ITB18000001 – Fresh Produce for Idaho Institutions for the State of Idaho

Dear Ms. Reed:

Thank you for submitting a response to the above-referenced Invitation to Bid ("ITB"). While reviewing the Bid received from Grasmick Produce Co., Inc. ("Grasmick"), the state of Idaho (the "State") has determined that clarification is needed in order to continue our review.

Please respond to each section of this letter, below, with the signature of an authorized individual after each section, and return this completed correspondence to my attention at: jason.urquhart@adm.idaho.gov.

1. See the ITB's Attachment 3-Bid Schedule, REV 1, Special Services tab.

Division of Purchasing: On the completed Bid Schedule that Grasmick submitted, Grasmick entered "0.00%" for Special Service #s 3 through 7.
Does the entry of "0.00%" mean that Grasmick will not provide those services? Please clarify what is meant by Grasmick having entered "0.00%" for Special Service #s 3 through 7.
Attach a letter to your response to this letter (see signature and date requirement below) that provides this information.
Grasmick's Authorized Confirming Signature: _____ **Date:** _____

2. See ITB section 5.1.2 and the ITB's Attachment 3-Bid Schedule, REV 1, Unit Price Schedule tab.

Division of Purchasing: Bidders were to submit supplier invoices for the three periods identified in Columns E, F and G. Grasmick's supplier invoice for the period of August 1, 2016 for Item #2 is dated 6/22/2016.
Please clarify how this supplier invoice is for a period that is over 5 weeks later.
Attach a letter to your response to this letter (see signature and date requirement below) that provides this information.
Grasmick's Authorized Confirming Signature: _____ **Date:** _____

3. See ITB section 5.1.2 and the ITB's Attachment 3-Bid Schedule, REV 1, Unit Price Schedule tab.

Division of Purchasing: Bidders were to submit supplier invoices for the three periods identified in Columns E, F and G. Grasmick's supplier invoice for the period of August 1, 2016 for Item #14 is dated 7/8/2016.
Please clarify how this supplier invoice is for a period that is 3 weeks later.
Attach a letter to your response to this letter (see signature and date requirement below) that provides this information.
Grasmick's Authorized Confirming Signature: _____ **Date:** _____

4. See ITB section 5.1.2 and the ITB's Attachment 3-Bid Schedule, REV 1, Unit Price Schedule tab.

Division of Purchasing: Bidders were to submit supplier invoices for the three periods identified in Columns E, F and G. Grasmick's supplier invoice for the period of May 1, 2017 for Item #14 shows a unit price of $154.00. The dollar figure that Grasmick entered for Item #14 on its completed Bid Schedule in Column G is $2.46. The count shown on the supplier invoice is "45 ct". $154.00 ÷ 45 = $3.42.
Please clarify why the dollar figure that Grasmick entered for Item #14 on its completed Bid Schedule in Column G is $2.46, whereas, the math seems to show that it should be $3.42.
Attach a letter to your response to this letter (see signature and date requirement below) that provides this information.
Grasmick's Authorized Confirming Signature: _____ **Date:** _____

5. See ITB section 5.1.2 and the ITB's Attachment 3-Bid Schedule, REV 1, Unit Price Schedule tab.

Division of Purchasing: Bidders were to submit supplier invoices for the three periods identified in Columns E, F and G; however, Instruction 1.c.1 identified that for items for which a Longer Price Guarantee is bid, the Bidder was to submit documentation demonstrating that the Bidder has negotiated such a guarantee. Grasmick's entered "Quarterly" in Column M for Item #16, and entered $15.35 as the dollar figure for each period for that Item #. The documentation that Grasmick submitted, which has a heading of "Produce Alliance Citrus Comparison" does not identify that the product is "113 CT".
Please identify whether or not the product bid by Grasmick for Item #16 is 113 ct.
Attach a letter to your response to this letter (see signature and date requirement below) that provides this information.
Grasmick's Authorized Confirming Signature: _____ **Date:** _____

6. See ITB section 5.1.2 and the ITB's Attachment 3-Bid Schedule, REV 1, Unit Price Schedule tab.

Division of Purchasing: Bidders were to submit supplier invoices for the three periods identified in Columns E, F and G. From what we could tell, Grasmick's supplier invoices for Item #17 do not show what the Unit of Measure is. The Unit of Measure for Item #17 is "25 LB".
Please identify whether or not the product bid by Grasmick for Item #17 is 25 lb.
Attach a letter to your response to this letter (see signature and date requirement below) that provides this information.
Grasmick's Authorized Confirming Signature: _____ **Date:** _____

7. See ITB section 5.1.2 and the ITB's Attachment 3-Bid Schedule, REV 1, Unit Price Schedule tab.

Division of Purchasing: Bidders were to submit supplier invoices for the three periods identified in Columns E, F and G; however, Instruction 1.c.1 identified that for items for which a Longer Price Guarantee is bid, the Bidder was to submit documentation demonstrating that the Bidder has negotiated such a guarantee. From what we could tell, Grasmick's documentation for Item #22, which has a heading of "Andrew & Williamson Fresh Produce Tomato Supply Agreement", does not show what the Unit of Measure is. The Unit of Measure for Item #22 is "25 LB".
Please identify whether or not the product bid by Grasmick for Item #22 is 25 lb.
Attach a letter to your response to this letter (see signature and date requirement below) that provides this information.
Grasmick's Authorized Confirming Signature: _____ **Date:** _____

In order to continue with our review of Grasmick's Bid, your completed response is required as soon as possible but no later than 5 P.M. Mountain time on Thursday, September 21, 2017.

We appreciate your prompt attention to this request. You may contact me directly at 208-332-1608 or at jason.urquhart@adm.idaho.gov with any questions regarding this correspondence.

Sincerely,

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

ITB18000001 - ITB for Fresh Produce for ID Institutions (Formal)

No	ITB18000001
Type	Formal Solicitation (ITB,RFP,RFI)
Duration	*Start Date* July 03, 2017 at 11:15:00 AM MDT *End Date* September 06, 2017 at 5:00:00 PM MDT

Agency	State of Idaho
Contact Details	Jason Urquhart Tel:208-332-1608 Fax:208-327-7320 jason.urquhart@adm.idaho.gov
Description	ITB for Fresh Produce for ID Institutions
Delivery Term	Free On Board Destination
Payment Terms	Net 30 Days

Solicitation History			
Version No.	Viewed	Issued Date/Time	Addendum Actions
Original	Yes	July 03, 2017 at 11:15:00 AM MDT July 03, 2017 at 11:15:00 AM MDT	
Addendum 01	Yes	August 03, 2017 at 5:16:31 PM MDT August 03, 2017 at 5:16:31 PM MDT	
Addendum 02 *(Active Version)*	Yes	August 17, 2017 at 1:04:55 PM MDT August 17, 2017 at 1:04:55 PM MDT	

indicates that your last-submitted response was based on this version of the solicitation.

To view a comparison of the Active version of the solicitation with a previous version, select a version from the drop down and click Show Version Comparison.

[-- Select a Previous Version -- \/]

Show Version Comparison

**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
[ ]	✗	2017 Fresh Produce ITB.doc	
[ ]	✗	Attachment 3 Bid Schedule.xls	
[ ]	✗	Signature Page ITB RFP Jan 2016.doc	

Addendum Documents				
Select	Accepted	Document	Added in Version No.	Actions
[ ]	✗	ITB18000001 Amend One.docx	Addendum 01	

Addendum Documents				
Select	Accepted	Document	Added in Version No.	Actions
[ ]	✖	Usage Quarter 4 2016.xlsx	Addendum 01	
[ ]	✖	ITB18000001 Amend Two.docx	Addendum 02	
[ ]	✖	Attachment 3 Bid Schedule REV 1.xls	Addendum 02	

Accept

Solicitation Categories

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	ITB for Fresh Produce for ID Institutions	1.00	year	No Manufacturer Specified	You have selected to intentionally not bid on this Solicitation. Click OK to continue with your intentional no bid or click Cancel to remain on this page.NA}	

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.

August 17, 2017

AMENDMENT 2

TO: All concerned vendors

RE: ITB18000001, Fresh Produce for Idaho Institutions, for the State of Idaho, closing (as of this amendment) 5:00 p.m. Mountain time, September 6, 2017.

I. The following are changes made to the referenced ITB. This additional information is added to and is made part of the referenced ITB.

1. See the ITB header document. The ITB Closing Date, shown as the "End Date" on the header document, is changed to read as follows:

"September 6, 2017 at 5:00:00 PM MDT"

2. The entire Bid Schedule of Invitation to Bid ITB18000001 is deleted (the document had the document file name "Attachment 3 Bid Schedule.xls" and "ATTACHMENT 3-BID SCHEDULE" as the heading) and replaced with the attached document that has the heading "ATTACHMENT 3-BID SCHEDULE, REV 1" (see the document with the document file name "Attachment 3 Bid Schedule REV 1.xls").

It was brought to our attention that cells D77 through D132 on the Unit Price Schedule were locked. So, the only change made in the Bid Schedule besides the heading change is that those cells are now shaded and unlocked.

3. The following references regarding the Bid Schedule within the main body of ITB now read "ATTACHMENT 3–BID SCHEDULE, REV 1":

- "the Bid Schedule (Attachment 3)"
- "Attachment 3–Bid Schedule"
- "ATTACHMENT 3–BID SCHEDULE"

4. The following reference regarding the Bid Schedule within the main body of the ITB now reads "Attachment 3 Bid Schedule REV 1.xls":

- "Attachment 3 Bid Schedule.xls"

II. The following are questions, statements, clarifications, and their responses regarding the referenced ITB. This additional information is added to and is made part of the referenced ITB.

ITB18000001 - ITB for Fresh Produce for Idaho Institutions

for the State of Idaho

Written Vendor Questions

(Please note that responses were provided to questions 1 and 2 on Amendment 1 to this ITB.)

	ITB Section	ITB Page	Question	Response
3			Section 7 of the Fresh Produce Bid requires a list of at least three (3) references from individuals, companies or government agencies to whom the Bidder has provided fresh produce to within the last three (3) years from the date the solicitation was posted. If a company has not been in business for three years, will the bid be rejected by the State or will the company otherwise be disqualified from submitting a bid?	Section 7 is written as a request, not as a requirement. Additionally, there's no requirement in that section for a company to be in business for any certain period. So, Bids will not be rejected and Bidders will not be disqualified from submitting a Bid for the Bidder not being in business for any certain period.

There are no other changes. If you have already submitted your Bid and this amendment will alter your Bid, please contact the Division of Purchasing.

Thank you for your interest in supplying the needs of the state of Idaho.

Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Bid.

ACKNOWLEDGEMENT OF AMENDMENT 2

_____ _____

Signature **Date**

_____ _____

Printed Name **Company Name**

ITB18000001 - ITB for Fresh Produce for ID Institutions (Formal)

No	ITB18000001
Type	Formal Solicitation (ITB,RFP,RFI)
Duration	*Start Date* July 03, 2017 at 11:15:00 AM MDT *End Date* August 21, 2017 at 5:00:00 PM MDT

Agency	State of Idaho
Contact Details	Jason Urquhart Tel:208-332-1608 Fax:208-327-7320 jason.urquhart@adm.idaho.gov
Description	ITB for Fresh Produce for ID Institutions
Delivery Term	Free On Board Destination
Payment Terms	Net 30 Days

Solicitation History			
Version No.	Viewed	Issued Date/Time	Addendum Actions
Original	Yes	July 03, 2017 at 11:15:00 AM MDT July 03, 2017 at 11:15:00 AM MDT	
Addendum 01 *(Active Version)*	Yes	August 03, 2017 at 5:16:31 PM MDT August 03, 2017 at 5:16:31 PM MDT	

indicates that your last-submitted response was based on this version of the solicitation.

To view a comparison of the Active version of the solicitation with a previous version, select a version from the drop down and click Show Version Comparison.
[-- Select a Previous Version -- \/]
Show Version Comparison
**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
[ ]	✗	2017 Fresh Produce ITB.doc	
[ ]	✗	Attachment 3 Bid Schedule.xls	
[ ]	✗	Signature Page ITB RFP Jan 2016.doc	

Addendum Documents				
Select	Accepted	Document	Added in Version No.	Actions
[ ]	✗	ITB18000001 Amend One.docx	Addendum 01	
[ ]	✗	Usage Quarter 4 2016.xlsx	Addendum 01	

Accept

Solicitation Categories

FOODS, FROZEN (38500)

Solicitation Categories

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	ITB for Fresh Produce for ID Institutions	1.00	year	No Manufacturer Specified	You have selected to intentionally not bid on this Solicitation. Click OK to continue with your intentional no bid or click Cancel to remain on this page.NA}	

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.

August 3, 2017

AMENDMENT 1

TO: All concerned vendors

RE: ITB18000001, Fresh Produce for Idaho Institutions, for the State of Idaho, closing (as of this amendment) 5:00 p.m. Mountain time, August 21, 2017.

I. The following are changes made to the referenced ITB. This additional information is added to and is made part of the referenced ITB.

1. See the ITB header document. The ITB Closing Date, shown as the "End Date" on the header document, is changed to read as follows:

"August 21, 2017
5:00 PM MDT"

2. ITB section 26.2, Website Ordering, is changed to read as follows:

"**26.2 Website Ordering**

26.2.1 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:

26.2.1.1 Waive the sovereign immunity of the state of Idaho;

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

26.2.1.3 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;

26.2.1.4 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,

26.2.1.5 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.

26.2.1.6 Furthermore, any terms or conditions associated with the website 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 associated with the website 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.

26.2.2 Additionally, the Contractor 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 Contractor provides for Institutions to use for placing orders, that click-through does not indicate that the employee or officer has accepted any clicked-through terms and conditions that contradict the terms and conditions of the Contract. The Contractor also represents that, if the website that it provides belongs to any third party, the third party also agrees specifically with the requirements of sections 26.2.1 through 26.2.2."

3. The first paragraph of ITB section 26.5, Potential Utilization by Idaho School Districts, is changed to read as follows:

"While there is no requirement for political subdivisions or Idaho School Districts to utilize a state of Idaho statewide contract, and the State makes no guarantee that Idaho School Districts will utilize the Contract, Idaho School Districts may choose to utilize the Contract under section 26.1, Public Agency Clause. **Appendix B-Information about Public Schools** contains the name of the school district, the regional classification, and a map of the location of Idaho School Districts. The school regions align with the State's Area maps found in **Appendix C** in that school regions I and II are located in Area A, school regions III and IV are in Area B and school regions V and VI are in Area C. The estimated annual volume of meals for all Idaho School Districts is 46,612,349. For School Districts that choose to utilize this Contract, the Contractor must guarantee in writing to each such School District that all produce provided to them under the Contract is grown and distributed in the USA (unless a produce item is not available from growers in the USA; or, unless, in the School District's sole discretion, the cost of the USA produce item is exorbitant) and meets federal School Lunch regulations."

4. ITB section 25, IDJC Produce Purchasing Practices and Needs, is changed to read as follows:

"**25 IDJC PRODUCE PURCHASING PRACTICES AND NEEDS**

Please see **Appendix E** for information regarding that Agency's produce purchasing practices and needs.

For IDJC, the Contractor must guarantee in writing to IDJC's Institutions that all produce provided to them under the Contract is grown in the USA (unless a produce item is not available from growers in the USA; or, unless, in IDJC's sole discretion, which may be delegated to each of its individual Institutions, the cost of the USA produce item is exorbitant) and distributed in the USA and meets federal School Lunch regulations."

II. The following are questions, statements, clarifications, and their responses regarding the referenced ITB. This additional information is added to and is made part of the referenced ITB.

ITB18000001 - ITB for Fresh Produce for Idaho Institutions

for the State of Idaho

Written Vendor Questions

	ITB Section	ITB Page	Question	Response
1	Appendix A	28	Requesting usage by site *(clarified that the request is for the month of October 2016)*	See the attached document with the document file name "Usage Quarter 4.xlsx".
2	Appendix B	32	Requesting usage by site *(clarified that the request is for the month of October 2016)*	The current contractor has reported no usage by Idaho School Districts. It appears that none are using the current contract.

There are no other changes. If you have already submitted your Bid and this amendment will alter your Bid, please contact the Division of Purchasing.

Thank you for your interest in supplying the needs of the state of Idaho.

Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Bid.

ACKNOWLEDGEMENT OF AMENDMENT 1

_____ _____
Signature **Date**

_____ _____
Printed Name **Company Name**

ITB18000001 - ITB for Fresh Produce for ID Institutions (Formal)

No	ITB18000001
Type	Formal Solicitation (ITB,RFP,RFI)
Duration	*Start Date* Jul 3, 2017 11:15 AM MDT *End Date* Aug 16, 2017 5:00 PM MDT

Agency	State of Idaho
Contact Details	Jason Urquhart Tel:208-332-1608 Fax:208-327-7320 jason.urquhart@adm.idaho.gov
Description	ITB for Fresh Produce for ID 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
[ ]	✖	2017 Fresh Produce ITB.doc	
[ ]	✖	Attachment 3 Bid Schedule.xls	
[ ]	✖	Signature Page ITB RFP Jan 2016.doc	

Accept

Solicitation Categories

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	ITB for Fresh Produce for ID 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

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Proposal Discussions

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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
FOR
THE STATE OF IDAHO

Invitation to Bid (ITB) ITB18000001

FRESH PRODUCE FOR IDAHO INSTITUTIONS

Date of Issuance: July 3, 2017

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ITB Administrative Information

ITB Title:	Fresh Produce for Idaho Institutions
ITB Project Description:	The state of Idaho (the "State") requires fresh produce to be delivered to Institutions, statewide.
ITB Lead:	Jason Urquhart, Purchasing Officer Idaho Division of Purchasing jason.urquhart@adm.idaho.gov Phone: 208-332-1608 Fax: 208-327-7320
Submit sealed Bid (if submitting manually): 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. Submit electronically via IPRO:	Address for Courier: 650 W. State St., Rm B-15 Boise, ID 83702 Address for US Mail: P.O. Box 83720, Boise, ID 83720-0075 Electronic Submission http://purchasing.idaho.gov
Pre-Bid Telephone Conference: Call-In Information:	Thursday, July 20, 2017, 9 a.m. Mountain Time Will be provided to party interested in attending after the ITB Lead receives a completed Attachment 2-Pre-Bid Telephone Conference Registration Form.
Deadline To Receive Questions:	Thursday, July 27, 2017, 5:00 p.m. Mountain Time
ITB Closing Date:	*See* IPRO Header Document
ITB Opening Date:	10:30 a.m. Mountain Time the business day following the ITB Closing Date
Initial Term of Contract and Renewals:	One (1) year. Upon mutual, written agreement, the Contract may be renewed, extended or amended. The anticipated total Contract term is five (5) years.
Administrative Fee	Purchases made under the Contract awarded from this ITB shall be subject to the administrative fee described in and shall require the reports identified in section 5, Administrative Fee, of the State of Idaho Standard Contract Terms and Conditions.
(See section 26.4 for Definitions.)	

1 PURPOSE

The Idaho Division of Purchasing ("DOP") is requesting Bids from qualified Vendors for the purchase of fresh produce in accordance with the specifications provided within this ITB.

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 PRE-BID TELEPHONE CONFERENCE

All parties interested may attend the optional pre-bid telephone conference, at their expense. Parties interested in attending this telephone conference must pre-register no later than one (1) business day prior to the telephone conference by submitting the completed Pre-Bid Conference Registration Form (Attachment 2) via email to the ITB Lead. Once the ITB Lead receives the Form, the ITB Lead will respond with call-in information.

Any oral answers given by the State during the pre-bid telephone conference are unofficial, and will not be binding on the State. Failure to attend the optional pre-bid telephone conference shall not relieve the Bidder of meeting the requirements of this ITB.

4 INQUIRIES

Questions or other correspondence must be submitted in writing to the ITB Lead listed below. **QUESTIONS MUST BE RECEIVED BY 5:00 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
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.

5 SUBMISSION REQUIREMENTS

5.1 Required Bid Submission Items

Your Bid Submission must consist of the following:

5.1.1 Bid Schedule

See the four (4) tab attachment with the heading Attachment 3-Bid Schedule. 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. The Bidder must complete and submit as part of its Bid the Unit Price Schedule tab, the Special Services tab and the School Districts tab.

5.1.2 Supplier Invoices

The Unit Price Schedule tab of the Bid Schedule includes requirements regarding supplier invoices that must accompany the Bid.

5.1.3 Narrative (if any)

The Unit Price Schedule tab of the Bid Schedule includes the following requirement:

> "If the unit of measure for an Item you are bidding is different from Our Stated Unit of Measure, you must include a narrative with your Bid for that Item that clearly shows the math used to convert the unit price per the unit of measure for the Item you are bidding to the Unit Price Per Our Stated Unit of Measure."

5.1.4 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.

5.2 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.

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.

5.2.1 Electronic Submission via IPRO

If submitting electronically via IPRO, upload all of the Required Bid Submission Items (see section 5.1) and enter your cost in IPRO as the "Grand Total, Fresh Produce" on the Bid Schedule (see the Unit Price Schedule tab).

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. The State of Idaho Signature Page is exempt from this requirement.

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 on the uploaded response materials differs from the entity under which you submit your Bid in IPRO, the information provided on the uploaded response materials prevails.

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.

5.2.1 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: ITB18000001
ITB Title: Fresh Produce for Idaho Institutions

Bidders submitting manually must provide one (1) original and 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.

5.3 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.

6 METHOD OF BID PRICING

Provide your fully burdened prices on the Bid Schedule (**Attachment 3**).

Prices must be bid by the Unit of Measure indicated on the Bid Schedule (i.e., pound, count, etc.). (See **Attachment 3-Bid Schedule**, Unit Price Schedule tab for additional Bid Schedule Instructions and Requirements and for more information pertaining to units of measure.) Bidders must complete the Bid Schedule with all required information and submit it as part of their Bids. The "Unit Price Bid" (see **Attachment 3-Bid Schedule**) shall be the price as delivered to the Institution, and shall be Fully Burdened (and must factor in the Freight Charge Per Our Stated Unit of Measure and the Fee Per Our Stated Unit of Measure). For evaluation purposes, an (Average) Unit Price Per Our Stated Unit of Measure plus the Freight Charge Per Our Stated Unit of Measure and plus the Fee Per Our Stated Unit of Measure will be used to calculate the Unit Price Bid.

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

The Bidder must identify on the Special Services tab of the Bid Schedule the percent effect (up or down) of providing each special service. Please note that Special Service #'s 6 and 7 are optional (they are desired, but not required). If the Bidder cannot provide Special Service #'s 6 and 7, the Bidder may enter "N/A" for them.

The Bidder must identify on the School Districts tab of the Bid Schedule the percent effect (up or down) of providing delivery to the School District or Districts for which they are capable and willing to provide delivery.

See Bid Schedule Instructions and Requirements on the Unit Price Schedule tab, the Special Services tab and the School Districts tab of the Bid Schedule.

The Contractor shall not charge different prices for providing fresh produce items to different Areas of the state of Idaho (see **Appendix C-Zone and Area Maps**). The only allowed variances in prices are those identified on the Special Services tab and the School Districts tab of the Bid Schedule.

7 REFERENCES

Bidder is requested to provide a list of at least three (3) references that are individuals, companies or government agencies to whom the Bidder has provided fresh produce, and provided within the last three (3) years from the date this ITB was posted to IPRO. The list should provide each reference's company or government entity name, address, phone number, fax number and a current email address. For any list of references that a Bidder provides, we request that the list not include the Idaho Department of Correction, the Idaho Department of Juvenile Corrections, the Idaho Department of Health and Welfare, the Idaho Division of Veteran's Services or current employees of those Agencies.

8 RESPONSIBILITY

Pursuant to IDAPA 38.05.01.081, the ITB Lead may, in the State's sole discretion, conduct a review to determine if the apparent successful Bidder is responsible. As part of the responsibility review, the ITB Lead may require the apparent successful Bidder to provide financial reports to the satisfaction of the State, and may also seek to obtain completed reference questionnaires from Bidder's references to the satisfaction of the State. Nothing herein shall prevent the State from using other means to determine Bidder's responsibility.

9 AWARD

Award will be to the responsible and responsive Bidder with the lowest Grand Total, Fresh Produce.

The State will only issue one (1) Contract from this ITB to a single Bidder. However, if the Contractor chooses to subcontract a part of the Contract (such as delivering fresh produce to a certain Area of the state; see **Appendix C** for Areas), then it must comply with section 15, Subcontracting, of the State of Idaho Standard Contract Terms and Conditions. It shall be the responsibility of the Contractor to manage the performance of any subcontractor.

10 PURCHASE AND DELIVERY OF FRESH PRODUCE

10.1 Purchase and Delivery of Fresh Produce - General

The State of Idaho intends to purchase all of the Items listed on the Bid Schedule and any fresh produce items added by Agencies or Institutions during the term of the Contract from the Contractor; however, each Institution utilizing the Contract retains the right to purchase no more than twenty percent (20%) of its annual fresh produce purchases from other vendors. Additionally, Institutions may accept donations of fresh produce items and may also reduce their orders by any quantity of produce grown on-site at Agency or Institution locations, and acceptance of these donations and any use of produce grown on-site at Agency or Institution locations shall not factor into the percentage identified in this paragraph.

At any point during the term of the Contract, each Institution may identify certain other fresh produce items that it needs to purchase. Due to issues, such as prescribed diet orders changing without notice and needing to be implemented immediately, Institutions may require new fresh produce items be delivered within the same week as identified, and may require produce items be delivered within one (1) day after the Contractor receives the order. Item usage or item type is subject to change and may be dependent upon the prices submitted by the Contractor.

The requirements of the Contract will apply to any fresh produce items added to the Contract by an Agency or Institution.

10.2 Indefinite Delivery/Indefinite Quantity

The Contract shall be an indefinite delivery/indefinite quantity term Contract. As such, no guarantee shall be made concerning the number of units which may be required or the dates they may be ordered, and the Contractor shall not require any Agency or Institution to purchase any certain amount of the Contractor's stock. The Contactor shall not require any minimum order amounts or minimum order quantities. The State will be obligated only for the quantities on orders issued pursuant to this Contract.

11 DELIVERY LOCATIONS FOR STATE INSTITUTIONS

See **Appendix A** for list of delivery locations for State Institutions.

12 ADDITIONAL INSTITUTIONS

Additional Institutions may be added to the Contract at any time during its term upon one (1) week written notice to the Contractor. For Institutions added to the Contract that are schools or school districts not listed in the ITB by the date and time that Bids are due, the Contractor may add a percent to the Unit Prices for the fresh produce items it delivers to those Institutions; however, the Contractor must first obtain the written approval of that additional percent from DOP.

13 QUALITY

Quality must meet or exceed the specifications stated for each item on the Bid Schedule (specifications on the Bid Schedule include information in the "Description" and the "Unit of Measure" columns), and the requirements of sections 14 through 16 below. When items are rejected due to unacceptable quality, unauthorized item substitutions, spoilage or damage, or unauthorized unit size, the Contractor must, within twenty-four (24) hours for Institutions in Ada County and for Institutions in Canyon County, and within forty-eight (48) hours for Institutions in all other Idaho counties, replace those goods with items of equal quantity and quality or must issue a credit (at the Institution's sole option). These issues shall be acknowledged and documented on the delivery paperwork and signed and dated by both the delivery driver and a representative of the Institution at time of delivery. Some issues, however, such as spoilage cannot be determined upon delivery. In those cases, the Institution will notify the Contractor as follows:

a) within forty-eight (48) hours after receipt for most items;
b) within five (5) calendar days for items such as melons, apples, oranges, onions, carrots, potatoes (which typically degrade at a slower rate);
c) no later than one (1) calendar day prior to the expiration date for ready to eat bagged items such as chopped greens, baby carrots, slaw mix, and broccoli florets. (The minimum shelf life for ready to eat bagged items shall be eight [8] calendar days after delivery to the Institution.)

Additionally, when items are rejected due to unacceptable quality, unauthorized item substitutions, spoilage or damage, or unauthorized unit size, 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 from purchasing from another source, from a subsequent invoice. Purchases outside of the Contract identified in this section shall not factor into the percentage identified in section 10.1.

When an Institution rejects items as described in the paragraph above, if the Contractor wishes to retrieve any items rejected by the Institution, the Contractor must do so within forty-eight (48) hours of being notified of the rejection. After that time, the Institution may discard the rejected items at the Institution's discretion.

Fresh fruit and vegetables shall be cool to the touch, reasonably uniform in color, free from foreign flavor and odor, clean and free from foreign material.

14 PACKAGING FOR FRESH PRODUCE

Fresh produce shall have been picked and packaged for delivery in a fresh state free of soil and insects and cooled before packing. Packaging shall be in accordance with good commercial practice that protects the integrity of the fresh produce throughout the transportation channel. The Contractor must package fresh produce and use packing materials in compliance with United States Department of Agriculture (USDA) Food Safety and Inspection Service (FSIS) regulations.

Packaging shall:

a) protect the taste, aroma, visual and other palatable properties measured by the senses and other quality characteristics of the item;
b) protect the item against microbiological and other contamination;
c) protect the item from dehydration and, where appropriate, leakage as far as technologically practical; and
d) not pass on to the item any odor, taste, color or other foreign characteristics throughout the harvest and distribution of the item up to the time of receipt by Institutions.

15 PACKAGING REQUIREMENTS

The delivery containers that the Contractor uses to deliver fresh produce shall be free from any unsanitary condition caused by the presence of harmful microorganisms, chemical residues, or filth that could adulterate, cross contaminate or diminish the quality of the fresh produce.

Containers shall be constructed of recyclable materials wherever feasible and where shipment within the recyclable container does not diminish the quality of the fresh produce, i.e., bushels, lugs, crates, corrugated boxes or moisture-proof fiberboard. Packing materials shall protect the packed commodity from crushing or bruising. Containers shall be stackable and permit chilled and refrigerated air circulation.

Each shipping container for bulk-packaged and washed, cut or otherwise processed produce shall be labeled legibly to show:

a) Name of the item contained;
b) Item number;
c) Net weight;
d) Name, address and date packed (month, day, year); and
e) Best Used By/Expiration Date.

16 REFRIGERATION AND CLIMATE CONTROL

Temperature for all fresh produce must be maintained, during both storage and transportation, at a suitable temperature to maintain freshness, quality, shelf life and nutritional value. Fresh produce shall be transported in a climate-controlled container regulated to keep the item(s) in good condition, and in accordance with the current USDA guidelines and food handling practices during all stages of processing, distribution and storage.

17 RECALL

In the event of recall or finding of contaminants, the Contractor shall notify the Agencies and Institutions within twenty-four (24) hours by phone and follow up within one (1) week with a written notice indicating:

a) The reasons for the recall;
b) The lot number and/or item number; and
c) The level of urgency for removal of item.

The Contractor shall make provisions to have all recalled items removed within twenty-four (24) hours from the Institutions affected by a recall and provide remedy to each affected Institution which may include, but not be limited to, replacing item with equivalent value item or reimbursing the Institution by applying credit(s) to the Institution's invoices. The Contractor may request that the Institution discard the recalled items.

18 DELIVERY REQUIREMENTS

Deliveries will be consistently scheduled to arrive at each Institution at a day and time mutually agreed upon by the Contractor and the Institution. Known delivery requirements for each Institution are listed in sections 18.1 through 18.4; however, each Institution may make different delivery arrangements with the Contractor as needed.

When items are backordered, each Institution reserves the right to cancel the order and purchase needed items (the same quantity as was ordered, and, if possible, similar quality) from another source, and deduct any costs over and above Contract prices incurred from purchasing from another source from a subsequent invoice. The determination of what constitutes similar quality shall be in the sole discretion of the Institution. Purchases outside of the Contract identified in this paragraph shall not factor into the percentage identified in section 10.1.

18.1 State Hospital North Delivery Requirements

Deliveries shall be made to the State Hospital North (SHN) kitchen at least two (2) times per week on a schedule agreed upon between the Contractor and SHN with no minimum drop requirement.

18.2 State Hospital South Delivery Requirements

Deliveries for State Hospital South must be available five (5) days per week with no minimum drop requirement. Main delivery days will be Tuesday and Friday of each week. Deliveries shall be made to State Hospital South (SHS) to both the Patient Treatment Facility (PTF) kitchen and to the Canteen. Deliveries must be made by full-unopened case, unless a partial case is specified by SHS. Delivery personnel may be required to place refrigerated items in kitchen walk-in or reach-in refrigerators as directed by Dietary staff.

18.3 Idaho Division of Veterans Services Delivery Requirements

Deliveries for Idaho Division of Veterans Services (IDVS) Institutions must be available five (5) days per week with no minimum drop requirement. Main delivery days will be Tuesday and Friday of each week. If a holiday falls on either of the main delivery days, delivery must be made the day preceding the holiday. Deliveries must be made by full-unopened case, unless a partial case is specified by the IDVS Institution. Delivery personnel may be required to place refrigerated items in kitchen walk-in or reach-in refrigerators as directed by Dietary staff.

18.4 Idaho Department of Correction Delivery Requirements

Delivery will be provided at a minimum of once per week to all Idaho Department of Correction (IDOC) Institutions. IDOC Institutions with a population of more than five hundred (500) will be provided with delivery two (2) times per week if requested by IDOC administration. The Contractor must identify mutually agreed upon delivery days and times (see section 18) to the IDOC Dietary Services Manager's office in writing. Changes or modifications in this schedule must be reported in writing to the IDOC Dietary Services Manager by the Contractor.

All deliveries to IDOC Institutions must be palletized, labeled with name of receiving location, and wrapped in clear wrap. Pallets must not exceed five (5) feet in height. The Contractor's delivery person(s) will be responsible for unloading items off the end of the truck, and the fresh produce must be accepted by IDOC staff, and not left unattended in the delivery area by the Contractor. The packing slip must be signed by both the delivery driver and a representative of the IDOC Institution at the time of delivery. Any items that are missing from the order or damaged 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 items must be noted on delivery paperwork and signed and dated by Contractor and IDOC staff.

In the event of any IDOC 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 by the Contractor from the IDOC Institution or IDOC administration. No additional charges will be billed for re-delivery due to a lock down.

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 IDOC Institution food services authority at the receiving IDOC Institutions. The Contractor must comply with these requests. See additional security requirements in **Appendix D-Idaho Department of Correction Security Requirements**.

19 ACCOUNT MANAGEMENT

Contractor will assign a primary and alternate customer services representative to each Institution's account. These individuals must be identified to the State by the Contractor no later than the Service Start Date of the Contract. These representatives will meet with each Agency and Institution monthly for the first three (3) months of the Contract and no less than quarterly thereafter, or as often as deemed necessary by each Agency or Institution. Each Agency and Institution will notify the Contractor of required frequency.

20 ORDERING AND ACCOUNT NUMBERS

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

20.1 Idaho Department of Correction Ordering Requirements

The IDOC prefers to place orders on-line. If on-line ordering is available, the Contractor shall provide each IDOC Institution with its own on-line account through which orders for that IDOC 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 IDOC Institutions.

The IDOC requires order acknowledgments which the Contractor must send via email to the ordering IDOC Institution upon receipt of the order. At a minimum, the acknowledgments shall include purchase order number, ship to and bill to information, estimated delivery date, and backorder information. The Contractor may allow standing orders if requested by the IDOC Institution; however, the Contractor must still provide the order acknowledgements. Any changes to a standing order will be made by the IDOC Institution via email no less than forty-eight (48) hours before the scheduled delivery.

The Contractor shall send shipping notifications to the ordering IDOC Institution via email upon shipment of the order. At a minimum, the notifications shall include the following information: purchase order number (unless ordered by credit card), ship to address, carrier (if any), tracking number (if any), estimated deliver date, description of items being shipped, and quantity of the items being shipped.

20.2 Idaho Division of Veterans Services Ordering Requirements

Orders for each IDVS Institution will be placed with the Contractor on an as needed basis. Emergency orders will be phoned in to the Contractor.

20.3 State Hospital South Ordering Requirements

Orders will be placed with the Contractor on an as needed basis. Emergency orders will be phoned into Contractor.

21 INVOICING

The Contractor must provide an original invoice plus a minimum of one copy with each delivery. Invoices must, at a minimum, reflect: delivery driver's name, purchase order number, ship to address, description of item(s), price per line item, quantity ordered, quantity shipped, quantity backordered and invoice total.

22 PAYMENT TERMS

22.1 State Hospital South Payment Terms

State Hospital South Canteen and Dietary departments will maintain separate accounts and payment systems. The Dietary department will make purchases with a purchasing card (p-card). The Contractor must not assess a credit card handling fee on State Hospital South transactions. Any credits due from the Contractor will be posted to the credit card account. The Canteen will maintain a charge account with a net thirty (30) day payment term. The Contractor will provide a hard copy credit memo for each credit due.

22.2 Idaho Department of Correction Payment Terms

The IDOC requests that the Contractor only accept IDOC issued purchase orders, and not accept p-card orders.

22.3 Idaho Division of Veterans Services Payment Terms

The IDVS Institutions will maintain separate charge accounts and payment systems with a net thirty (30) day payment term. The Contractor must provide a hard copy credit memo for each credit due to the individual IDVS Institution.

23 PRICE ADJUSTMENTS

All prices bid on the Bid Schedule must be firm for the remainder of the month in which the initial term of the Contract begins (beginning with the Service Start Date of the Contract)*. If there are less than fifteen (15) calendar days remaining in that month, then the prices bid must be firm for the remainder of that month and for the following month. Thereafter, prices may be adjusted by the Contractor on a weekly basis. However, the Freight Charges and Fees (see **Attachment 3-Bid Schedule**) shall remain firm throughout the term of the Contract. Additionally, for items added to the Contract (see section 10.1), the Contractor shall identify to the Institution what the Freight Charge and Fee is for the item, and, thereafter, such Freight Charge and Fee shall remain firm for all Institutions for the remaining term of the Contract.

* The bid prices that shall go into effect upon the Service Start Date for the initial term of the Contract shall be:

1) The Unit Price Per Our Stated Unit of Measure for the Period of the Week of May 1, 2017 plus the Freight Charge Per Our Stated Unit of Measure and plus the Fee Per Our Stated Unit of Measure for Bid Schedule Items 1 through 16.

2) The Contractor's most current supplier invoices plus the Freight Charge and Fee for all of the other items listed on the Bid Schedule.

Certain items do not fluctuate as much as others, such as potatoes, onions and apples, and the Bidder is requested to bid longer price guarantees. Bidders must identify any items that can be bid with quarterly, semi-annual or annual guaranteed prices and so indicate on the Bid Schedule. If the Bidder enters a quarterly, semi-

annual or annual guaranteed price, then the price bid shall go into effect upon the Service Start Date of the Contract (for the Bidder to whom the Contract is awarded) and shall remain in effect for the time period entered in the column labeled "Longer Price Guarantee" on the Bid Schedule. For items added to the Contract by Institutions during the Contract's term (see section 10.1), the Contractor must identify whether or not it offers a longer price guarantee for those items, and must identify the period for which the price will be held.

If the Contractor's contract with a supplier contains a force majeure clause, and the supplier invokes that clause, the Contractor shall notify DOP, and the Agency and Institution affected, in writing (email, at a minimum), and must keep the prices for each affected item as-is for not less than seven (7) calendar days after providing the written notification. The Contractor shall also identify substitute items to each Institution and request the Institution's approval of the substitute as soon as possible.

Prices for other fresh produce items that Institutions add to the Contract must be firm for the remainder of the month in which the items are added to the Contract. Thereafter, these prices may be adjusted by the Contractor on a weekly basis.

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; however, understanding the frequency of price changes (as often as weekly), the Contractor shall only be required to provide this proof upon request by the State. The State may set forth a format for providing such proof, and the Contractor must comply with that format. The Contractor shall notify both DOP and the Institution (and the Agency, at the Agency's discretion) in writing of price changes for each item on the Contract.

23.1 Rights of Institutions for Upwardly Adjusted Prices

If the Contractor upwardly adjusts the price for any item for four (4) consecutive weeks (or, for more than six (6) weeks in a three (3) month period), Institutions reserve the right to purchase the item from another source as long as the other source's price is less than the price of the item on the Contract. The Institution can continue to purchase the item from another source until such time as the price of the item on the Contract is less than the price of the item purchased from the other source. Purchases outside of the Contract identified in section 23.1 shall not factor into the percentage identified in section 10.1.

23.1.1 Institutions shall follow the following procedure in order to purchase from an outside source in accordance with section 23.1:

23.1.1.1 The Institution must contact DOP, and substantiate in writing that the price for the item has been upwardly adjusted as identified in section 23.1.

23.1.1.2 The Institution must also substantiate in writing to DOP that there is an equivalent item available from another source that has a lower price than the item on the Contract.

23.1.1.3 The Institution must provide a written monthly report to DOP demonstrating that the item available from another source remains at a lower price than the item on the Contract. Otherwise, the item must be purchased under the Contract.

24 ORDER FILL RATE

For all items purchased under the Contract, the fill rate must remain at ninety-five percent (95%) or above for total items ordered per quarter (per individual account). Substitutions must be pre-approved by each Institution

(the Agency may require that someone in its administrative office be contacted for pre-approval; if so, the Agency will identify this to the Contractor in writing). The following shall count against the fill rate:

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

If the fill rate falls below ninety-five percent (95%) (per individual account, per quarter), it may have a bearing on whether or not the State chooses to renew the Contract.

24.1 Fill Rate Report

The Contractor shall report quarterly fill rate information (per individual account) to the Division of Purchasing which shall include the following:

a) Number of orders received by the Contractor;
b) Number of orders delivered by the Contractor;
c) Items ordered but not delivered, including item name, item description, item order number, and quantity;
d) Refused items, including item name, item description, item order number, and quantity; and
e) Items substituted without prior approval by the Agency (or Institution), including item name, item description, item order number, and quantity.

This report must be provided electronically, and Excel format is acceptable. The quarterly due dates for this report are the same as those for the report specified in section 5, Administrative Fee, of the State of Idaho Standard Contract Terms and Conditions.

25 IDJC PRODUCE PURCHASING PRACTICES AND NEEDS

Please see **Appendix E** for information regarding that Agency's produce purchasing practices and needs.

26 SPECIAL CONTRACT TERMS AND CONDITIONS

26.1 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 to independently contract with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

26.2 Website Ordering

26.2.1 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:

26.2.1.1 Waive the sovereign immunity of the state of Idaho;

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

26.2.1.3 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;

26.2.1.4 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,

26.2.1.5 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.

26.2.1.6 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.

26.2.2 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 26.2.1 through 26.2.2.

26.3 Insurance Requirements

Within five (5) business days of receipt of a letter of intent to award, the apparent successful Bidder must provide certificates of insurance required herein and must maintain the insurance during the term 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 to be found 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.

26.3.1 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.

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).

26.3.2 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).

Bidder may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Bid if the Bidder 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 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, the state of Idaho may not consider the request.

26.3.3 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.

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.

26.3.4 State of Idaho as Additional Insured
The liability insurance coverage required for performance of the Contract shall include the state of Idaho, the Agencies and their divisions, officers and employees as additional insured, but only with respect to the Contractor’s activities to be performed under the Contract.

The Contractor must provide proof of the state of Idaho, Agencies and their divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the state of Idaho, Agencies and their divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

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, Agencies and their divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

26.3.5 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.

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.

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

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

26.4 Definitions

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

26.4.2 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 the prices for any items added during the term of the Contract, and that those prices include all costs associated with providing the services and supplies called for in this ITB to the Institutions, including, but not limited to, wages, administrative overhead, travel, transportation, lodging, per diem and the administrative fee. Additionally, all prices shall be F.O.B. destination, freight pre-paid and allowed.*

* It is understood that the "percent effects" from the Special Services tab and the School Districts tab of the Bid Schedule may be added by the Contractor, but only when applicable.

26.4.3 Institution – For the purposes of this ITB, "Institution" shall mean the facilities operated by the Idaho Department of Correction, the Idaho Department of Juvenile Corrections, the Idaho Department of Health and Welfare and the Idaho Division of Veterans Services. Institution shall also mean School Districts and other political subdivisions that choose to utilize the Contract.

26.5 Potential Utilization by Idaho School Districts

While there is no requirement for political subdivisions or Idaho School Districts to utilize a state of Idaho statewide contract, Idaho School Districts may choose to utilize the Contract under section 26.1, Public Agency Clause. **Appendix B-Information about Public Schools** contains the name of the school district, the regional classification, and a map of the location of Idaho School Districts. The school regions align with the State's Area maps found in **Appendix C** in that school regions I and II are located in Area A, school regions III and IV are in Area B and school regions V and VI are in Area C. The estimated annual volume of meals for all Idaho School Districts is 46,612,349. If the School Districts choose to utilize this Contract, the Contractor must guarantee in writing to those School Districts that all produce provided to them under the Contract is grown and distributed in the USA meets federal School Lunch regulations.

The School Districts tab on **Attachment 3-Bid Schedule** provides a place for Bidders to indicate those School Districts to which the Bidder is capable and willing to provide delivery.

26.6 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.

26.7 Audit Rights

The Contractor agrees to allow State and Federal auditors, Agency and Institution 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.

26.7.1 Right to Require Supplier Invoices

No more frequently than once annually, each Agency (or Institution, in the case of a School District) reserves the right to require the Contractor to deliver copies of supplier invoices to the Agency (or Institution, in the case of a School District) for the purpose of audit. The Contractor may redact certain information from the supplier invoices, but the invoices must show, at a minimum: supplier name and address; supplier's unit price; date of invoice; item and freight nomenclature. As an alternative to providing copies of supplier invoices to the Agency (or Institution, in the case of a School District), the Contractor may make arrangements with the Agency (or Institution, in the case of a School District) to bring copies of supplier invoices to the Agency (or Institution, in the case of a School District), be present during the audit of the invoices, and then, at the conclusion of the audit, the Contractor may keep the copies of the supplier invoices.

26.7.1.1 The Agency (or Institution, in the case of a School District) reserves the right to require the supplier invoices (as identified in section 26.7.1) for each item it has ordered in the preceding six (6) months, but this shall be limited to no more than three (3) weeks' worth of supplier invoices per item.

26.7.1.2 The Agency (or Institution, in the case of a School District) shall submit a written request to the Contractor, and identify the items and the weeks for which it wishes to review supplier invoices, and the Contractor must deliver the invoices to the Agency (or Institution, in the case of a School District) no later than one (1) month after the written request is received by the Contractor.

26.7.1.3 If the Agency (or Institution, in the case of a School District) requires review of supplier invoices in greater quantity than identified in section 26.7.1.1, or requires review of older supplier invoices, then it must audit those invoices at the Contractor's place of business where the supplier invoices are located, unless that place of business is located outside of the state of Idaho. If that place of business is located outside of the state of Idaho, then the Contractor must deliver the supplier invoices to the Agency (or Institution, in the case of a School District) even if in greater quantity than or older than identified in section 26.7.1.1.

26.7.1.4 In addition to the rights above, the Agencies (or Institutions, in the case of School Districts) may audit supplier invoices at the Contractor's place of business once annually. The Agency (or Institution, in the case of a School District) shall provide the Contractor one (1) month's notice identifying the items and the weeks for which it wishes to review supplier invoices.

26.7.1.5 The Division of Purchasing shall have the right to audit supplier invoices at the Contractor's place of business as frequently as is deemed necessary in the sole judgment of the Idaho Division of Purchasing. The Division of Purchasing shall provide the Contractor one (1) month's notice identifying the items and the weeks for which it wishes to review supplier invoices.

26.8 Quarterly Detailed Sales Report

The Contractor shall provide to the Division of Purchasing a quarterly detailed sales report. The quarterly due dates for this report shall be the as those for the report specified in section 5, Administrative Fee, of the State of Idaho Standard Contract Terms and Conditions. The report shall be emailed as a Microsoft Excel* document, must be separated by Institution, and must include the following information:

26.8.1 Item Information
Each item delivered to each Institution for the quarter, including a complete description of each item, and the total quantity of each item delivered to each Institution for the quarter.

26.8.2 Supplier Invoice Unit Price
The supplier invoice unit price for each item (the specific price for each week of the quarter must be identified).

26.8.3 Unit Price as Delivered
This part of the report must be itemized, per item purchased, as follows:

26.8.3.1 The supplier invoice unit price of the item.

26.8.3.2 The Freight Charge added to the supplier invoice unit price.

26.8.3.3 The Fee added to the supplier invoice unit price.

26.8.3.4 The Unit Price of the item (supplier invoice unit price plus Freight Charge plus Fee).

26.8.3.5 Any additional percent effects added on to the prices for Special Services and for delivery to School Districts (see **Attachment 3-Bid Schedule**).

26.8.4 Total Amount
The total amount (dollar amount) for each item for the quarter.

* If the Contractor wishes to provide the report in another format, the Contractor may submit a written request to change the format to the Division of Purchasing. The Division of Purchasing reserves the right to either accept or reject the request.

26.9 Other Reports

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

Failure to submit the required reports may be cause for disqualification of Contractor for future contracts, or other action by the State.

26.10 Termination and Remedies

The provisions of this section shall replace section 2, Termination, of the State of Idaho Standard Contract Terms and Conditions and shall be a special term and condition.

26.10.1 Remedies

In addition to any remedies available to the State under law or equity, the State may at its sole discretion require one (1) or more of the following remedial actions if any of Contractor's services or products do not conform to the requirements of the Contract: (1) require the Contractor to take corrective action to ensure that performance conforms to the Contract requirements; (2) reduce payment to reflect the reduced value of services or products received; (3) require the Contractor to subcontract all or a part of the service at no additional cost to the State; (4) withhold payment or require payment of actual damages caused by the non-conformance; (5) secure products or services and require payment for or deduct the costs of products or service from payments to the Contractor or require payment of such costs from Contractor; (6) require Contractor to remove any individual performing services under the Contract from the performance under the Contract; (7) require Contractor provide training to its employees, agents and subcontractors, at Contractor's sole cost and expense, and provide proof of such training; or, (8) terminate the Contract pursuant to this section 26.10, Termination and Remedies. Termination pursuant to this section 26.10 may include, at the discretion of the State, termination of the Contract, termination of services to a single Agency of the State, or termination of services to a single Institution.

No remedy conferred by any of the specific provisions of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

26.10.2 Termination for Cause

Except as set forth herein, 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 default or non-compliance is not capable of cure, or capable of cure within thirty (30) calendar days, the State may terminate the Contract (and/or any order issued pursuant to the Contract) upon written notice of termination to the Contractor specifying the date of termination. The State shall not be required to provide advance written notice or a cure period and may terminate the

Contract immediately upon the breach by Contractor or its agents of the requirements set forth in **Appendix D-Idaho Department of Correction Security Requirements**, of the ITB.

26.10.3 Effect of Termination

If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's placement 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.

ATTACHMENT 1-BIDDER QUESTIONS

ITB18000001, Fresh Produce for Idaho Institutions

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."

ITB18000001, Fresh Produce for Idaho Institutions

	ITB Section	ITB Page	Question	Response
1				
2				
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ATTACHMENT 2-PRE-BID TELEPHONE CONFERENCE REGISTRATION FORM

PRE-BID TELEPHONE CONFERENCE	**Date:** Thursday, July 20, 2017, 9:00 a.m. Mountain Time
State of Idaho	**ITB #:** ITB18000001 **Title:** Fresh Produce for Idaho Institutions

Verbal Information: Questions concerning an ITB must be directed in writing to the ITB Lead in the period of time prescribed in the ITB document. Bids deviating from the specifications by any means other than an authorized written amendment to the ITB 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. Reliance on any verbal representation is at the Vendor's sole risk.

Parties interested in attending the Pre-Bid Telephone Conference **must pre-register** no later than one (1) business day prior to the Conference by submitting this completed form, via e-mail, to the ITB Lead at jason.urquhart@adm.idaho.gov. After the ITB Lead receives your form, you will be provided with phone conferencing details.

PLEASE PRINT:

Name	Company	Email Address	Phone Number

ATTACHMENT 3-BID SCHEDULE

Attachment 3-Bid Schedule is attached as a separate document. (Please see the attached document with the document file name "Attachment 3 Bid Schedule.xls".)

APPENDIX A-INSTITUTION INFORMATION

	IDAHO DEPARTMENT OF CORRECTION	
Institution:	**Idaho State Correctional Institution (ISCI)**	Number of Beds: 1446
	13500 S. Pleasant Valley Rd.	
	Kuna, ID 83634	
	208-336-0740	
Institution:	**Idaho Maximum Security Institution (IMSI)**	Number of Beds: 516
	13400 S. Pleasant Valley Rd.	
	Kuna, ID 83634	
	208-338-1635	
Institution:	**South Idaho Correctional Institution (SICI)**	Number of Beds: 669
	13900 S. Pleasant Valley Rd.	
	Kuna, ID 83634	
	208-336-1260	
Institution:	**Idaho Correctional Institution - Orofino (ICIO)**	Number of Beds: 580
	381 W. Hospital Dr.	
	Orofino, Idaho 83544	
	208-476-3655	
Institution:	**North Idaho Correctional Institution (NICI)**	Number of Beds: 416
	236 Radar Rd.	
	Cottonwood, Idaho 83522	
	208-962-3276	
Institution:	**Pocatello Women's Correctional Center (PWCC)**	Number of Beds: 306
	1451 Fore Rd.	
	Pocatello, Idaho 83204	
	208-236-6360	
Institution:	**St. Anthony Work Camp (SAWC)**	Number of Beds: 242
	125 N. 8th W	
	St. Anthony, Idaho 83445	
	208-624-3775	
Institution:	**Idaho State Correctional Center (ISCC)**	Number of Beds: 2136
	14601 S. Pleasant Valley Rd.	
	Kuna, ID 83634	
	208-331-2760	

Institution:	**South Boise Women's Correctional Center (SBWCC)**	Number of Beds: 287
	13200 S. Pleasant Valley Road	
	Kuna, Idaho 83634	
	208-334-2731	
Institution:	**East Boise Community Reentry Center (EBCRC)**	Number of Beds: 100
	2366 E. Old Penitentiary Road	
	Boise, Idaho 83712	
	208-334-3447	
Institution:	**Nampa Community Reentry Center (NCRC)**	Number of Beds: 85
	1640 11th Avenue North	
	Nampa, Idaho 83687	
	208-465-8490	
Institution:	**Idaho Falls Community Reentry Center (IFCRC)**	Number of Beds: 84
	3955 Bombardier Ave.	
	Idaho Falls, Idaho 83402	
	208-525-7143	
Institution:	**Treasure Valley Community Reentry Center (TVCRC)**	Number of Beds: 100
	14195 S. Pleasant Valley Rd.	
	Kuna, Idaho 83634	
	208-334-2241	
	Idaho Department of Correction Central Office	
	1299 N. Orchard, Suite 110	
	Boise, Idaho 83706	
	208-658-2000	
	IDAHO DEPARTMENT OF JUVENILE CORRECTIONS	
Institution:	**Juvenile Corrections Center - St. Anthony**	Number of Beds: 128
	2200 East 600 North	
	St. Anthony, Idaho 83445	
	208-624-3462	
Institution:	**Juvenile Corrections Center - Lewiston**	Number of Beds: 36
	140 Southport Ave.	
	Lewiston, Idaho 83501	
	208-799-3332	
Institution:	**Juvenile Corrections Center - Nampa**	Number of Beds: 84

	1650 11th Ave. N.	
	Nampa, Idaho 83687	
	208-465-8443	
	Idaho Department of Juvenile Corrections Central Office	
	954 W. Jefferson St.	
	Boise, Idaho 83702	
	208-334-5100	
	IDAHO STATE VETERANS HOMES	
Institution:	**Boise Veterans Home**	Number of Beds: 167
	320 Collins Road	
	Boise, Idaho 83702	
	208-780-1600	
Institution:	**Lewiston Veterans Home**	Number of Beds: 66
	821 21st Avenue	
	Lewiston, Idaho 83501	
	208-750-3600	
Institution:	**Pocatello Veterans Home**	Number of Beds: 66
	1957 Alvin Ricken Drive	
	Pocatello, Idaho 83501	
	208-235-7800	
	Idaho Division of Veterans Services Central Office	
	351 Collins Road	
	Boise, Idaho 83702	
	208-780-1300	
	IDAHO STATE HOSPITALS	
Institution:	**State Hospital South**	Number of Beds: 135
	700 East Alice	
	Blackfoot, Idaho 83221	
	208-785-8401	
Institution:	**State Hospital North**	Number of Beds: 55
	300 Hospital Drive	
	Orofino, Idaho 83544	
	208-476-4511	
Institution:	**Southwest Idaho Treatment Center**	Number of Beds: 50
	1660 11th Ave. N.	
	Nampa, Idaho 83687	

	208-442-2812	
	Idaho Department of Health and Welfare Central Office	
	450 West State Street	
	Boise, Idaho 83702	
	208-334-5000	

APPENDIX B-INFORMATION ABOUT PUBLIC SCHOOLS

REGIONAL CLASSIFICATION AND NUMBERS

School districts are further classified as belonging to one of six geographical regions in the state. These regions follow school district boundaries as opposed to county boundary lines.

REGION I (13 Districts)

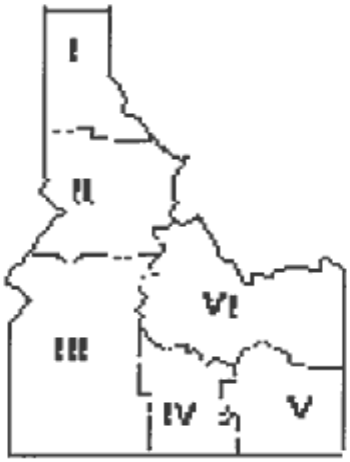
041 St. Maries
044 Plummer/Worley
083 West Bonner County
084 Lake Pend Oreille
101 Boundary County
271 Coeur d'Alene
272 Lakeland
273 Post Falls
274 Kootenai
391 Kellogg
392 Mullan
393 Wallace
394 Avery

REGION II (16 Districts)

171 Orofino
242 Cottonwood
243 Salmon River
244 Mountain View
281 Moscow
282 Genesee
283 Kendrick
285 Potlatch
287 Troy
288 Whitepine
302 Nezperce
304 Kamiah
305 Highland
340 Lewiston
341 Lapwai
342 Culdesac

REGION III (31 Districts)

001 Boise
002 Meridian
003 Kuna
011 Meadows Valley
013 Council
071 Garden Valley
072 Basin
073 Horseshoe Bend
131 Nampa
132 Caldwell
133 Wilder
134 Middleton
135 Notus
136 Melba
137 Parma
139 Vallivue
191 Prairie Elementary
193 Mountain Home
221 Emmett
363 Marsing
364 Pleasant Valley
365 Bruneau-Grand View
370 Homedale
371 Payette
372 New Plymouth
373 Fruitland
421 McCall-Donnelly
422 Cascade
431 Weiser
432 Cambridge
433 Midvale



REGION IV (22 Districts)

061 Blaine County
121 Camas County
151 Cassia County
192 Glenns Ferry
231 Gooding
232 Wendell
233 Hagerman
234 Bliss
261 Jerome
262 Valley
312 Shoshone
314 Dietrich
316 Richfield
331 Minidoka County
411 Twin Falls
412 Buhl
413 Filer
414 Kimberly
415 Hansen
416 Three Creek
417 Castleford
418 Murtaugh

REGION V (14 Districts)

021 Marsh Valley
025 Pocatello
033 Bear Lake
052 Snake River
058 Aberdeen
148 Grace
149 North Gem
150 Soda Springs
201 Preston
202 West Side
351 Oneida
381 American Falls
382 Rockland
383 Arbon Elementary

REGION VI (19 Districts)

055 Blackfoot
059 Firth
060 Shelley
091 Idaho Falls
092 Swan Valley
093 Bonneville
111 Butte County
161 Clark County
181 Challis
182 Mackay
215 Fremont County
251 Jefferson County
252 Ririe
253 West Jefferson
291 Salmon
292 South Lemhi
321 Madison
322 Sugar-Salem
401 Teton County

APPENDIX C-ZONE AND AREA MAPS

Page 1 of 2 of Appendix C

Zones

List of Counties per Zone:

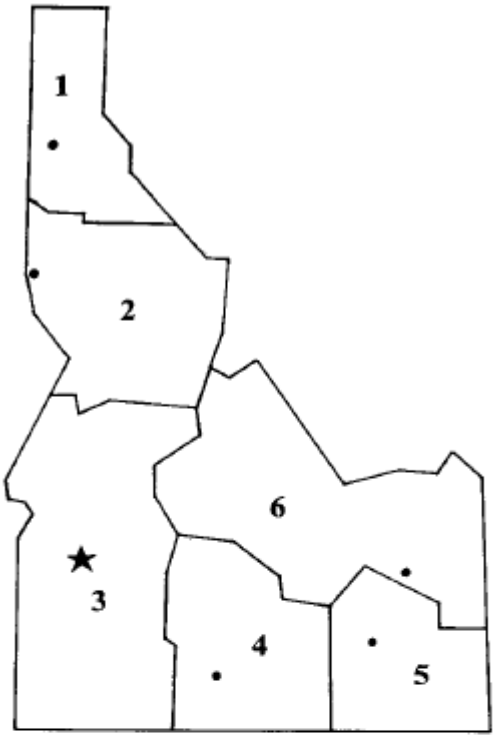
Zone 1	Zone 2	Zone 3	
Benewah	Clearwater	Ada	Gem
Bonner Idaho	Adams	Owyhee	
Boundary	Latah	Boise	Payette
Kootenai	Lewis	Canyon	Valley
Shoshone	Nez Perce	Elmore	Washington

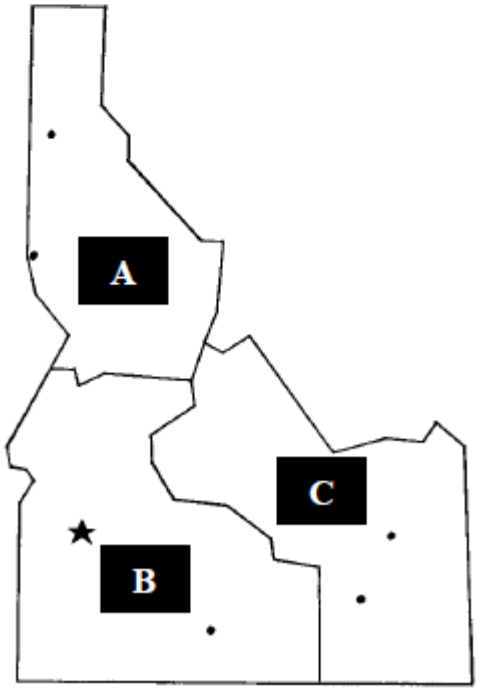
Zone 4	Zone 5	Zone 6
Blaine	Bannock	Bonneville
Camas	Bear Lake	Butte
Cassia	Bingham	Clark
Gooding	Caribou	Custer
Jerome	Franklin	Fremont
Lincoln	Oneida	Jefferson
Minidoka	Power	Lemhi
Twin Falls		Madison
		Teton

Areas

Area A
Combination of Zones 1 & 2
Area B
Combination of Zones 3 & 4
Area C
Combination of Zones 5 & 6

Page 2 of 2 of Appendix C





APPENDIX D-IDAHO DEPARTMENT OF CORRECTION SECURITY REQUIREMENTS

At the beginning of the Contract, the Contractor must submit a list of all staff that will be providing services on location at any IDOC Institution (including, but not limited to: product deliveries, software training for staff, and contract site visits and meetings). These individuals will be required to provide data for a current IDOC Background investigation and fingerprints within two (2) weeks after the award of the Contract. All future Contractor staff that will be providing services under the Contract on location at any IDOC Institution will be required to provide this information before being allowed to enter the secured perimeter of the Institution.

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

- An IDOC Background Questionnaire conducted by the IDOC's Special Investigations Unit.
- Fingerprinting completed by the IDOC and sent to Idaho State Police for a more thorough criminal investigation.

IDOC requires a minimum of thirty (30) business days from IDOC's receipt of required information to complete background checks. The Contractor shall provide all required information on the then-current IDOC background form and email it to IDOC's Office of Professional Standards at backgrounds@idoc.idaho.gov or hand deliver it to 1299 N. Orchard Street, Suite 110, Boise, Idaho, at least thirty (30) business days in advance of the need for access. The Contractor shall provide IDOC Contract Services with written notice of all background checks submitted by providing the date submitted and the individual's first and last name.

Once the background check has been completed, IDOC Contract Services will notify the Contractor of each clearance or denial. 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.

If the Contractor becomes aware of the arrest of any of the Contractor's delivery staff, the Contractor shall immediately notify the IDOC Contract Services, providing as much detail and information as is available. IDOC will review the situation and determine if the impacted individual can continue to enter IDOC Institutions and/or work in the warehouse. IDOC reserves the right to revoke security clearance approval for any individual for security-based reasons at any time.

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 Division of Purchasing executing an amendment to the Contract.

Fingerprinting: Contractor staff who clear the background investigation are required to have fingerprints taken within thirty (30) calendar days of background clearance approval. Fingerprints are obtained at specific IDOC Institutions and must be coordinated in advance with the IDOC Institution where the fingerprinting will take place.

Ongoing Access: All Contractor staff are subject to re-backgrounding every three (3) years or as otherwise deemed appropriate by IDOC. Institution access requirements as set forth herein and in applicable IDOC SOP apply any time Personnel are on the premises of any IDOC Institution.

Background Check/Fingerprinting Fees: The Contractor will be charged for each background check and fingerprint processed on its behalf. Background fees are charged at the then-current IDOC rate. Charges for fingerprinting are made on a pass-through basis to the Contractor as charged to IDOC by Idaho State Police. The Contractor will be invoiced by IDOC on a monthly basis for all backgrounds and fingerprinting completed for the prior month, payable net 30 days of receipt of invoice. Payment can be made by check or by electronic transfer (e.g. ACH / EFT) as mutually agreed in writing between IDOC and the Contractor. Pursuant to 28 C.F.R. § 20.33 the Contractor shall not be entitled to the dissemination of any criminal history record information obtained as part of the backgrounding process.

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, statutes 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 providing services to the IDOC (including employees of any subcontractor) who has broken any of the rules or regulations of the IDOC, or who, in the judgment of the IDOC, poses a risk or threat to the security of the Institution. The written request will include the basis for the IDOC's request for removal. If the Contractor disagrees with the basis for removal of its employee from service to IDOC, the Contractor must contact officials from the IDOC within twenty-four (24) hours of receipt of the request to present its reasons for not removing the employee from service to the IDOC; however, the IDOC's final decision shall stand.

Ex-Inmates and Families of Ex-Inmates: The Contractor must provide written notification to IDOC Contract Services of intent to hire an inmate, probationer or parolee, ex-inmate or a family member of an inmate. In order to ensure a safe and secure environment for staff, inmates, visitors and Contractor staff providing services at IDOC Institutions, 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 the categories identified in this paragraph must be submitted to the IDOC within 2 weeks of the award of the Contract.

Delivery Vehicle Searches: All delivery vehicles are subject to search before entering and at any time while on IDOC property.

Drug Testing Policy: No later than two (2) weeks after the award of Contract, the Contractor must provide IDOC a copy of its company drug-free policy that shows that the Contractor ensures that all potential drivers undergo testing for controlled substances and that the Contractor verifies negative test results prior to assigning safety-sensitive job functions to any employee. The policy must also show that the Contractor performs periodic retesting.

APPENDIX E-IDAHO DEPARTMENT OF JUVENILE CORRECTIONS NARRATIVE ON FRESH PRODUCE PURCHASING PRACTICES AND NEEDS

Two thirds of the Idaho Department of Juvenile Correction's (IDJC's) feeding obligation is as a school district - Juniper Hills High, School District 709 with sites in St. Anthony, Lewiston and Nampa. Therefore, although IDJC operates three correctional institutions, for purposes of a food purchasing contract, it would be more appropriate to view IDJC as a school district. This distinction may help the Contractor to understand that IDJC's produce purchasing practices differ greatly from the normal practices of a correctional agency.

PRODUCE NEEDS

Updated USDA nutrition standards began being phased-in July of 2012, with continued milestones set for July 2013 and 2014. IDJC must demonstrate that we are meeting them through menus, production sheets and purchasing records, which are audited to confirm compliance. We are able to use fresh, frozen, canned and dried fruits and vegetables, so we have latitude on which products we buy; however, our cold and freezer storage space is limited, and there are sodium limitations that would be exceeded if we relied solely on canned vegetables. Therefore, a carefully planned mix is the best approach. Keep in mind that past purchasing habits are not a good indicator of what is needed as the latest USDA standards are implemented. Basically, a wide variety of vegetables and fruit will be needed to keep up with the new mandates.

Fruit: In order to be eligible for meal and snack reimbursement, IDJC is currently required to serve each youth at least ½ cup of fruit at both breakfast and lunch daily Monday through Friday, for a total of 5 cups. This amount may increase in the near future due to federal requirements. IDJC also expects that the federal requirements will soon require that no more than half of the fruit offerings may be in the form of juice, which must be 100% full-strength.

Please also note the following:

- ½ cup of dried fruit as 1 cup;
- If fruit is used as a snack, is must be at least ¾ cup;
- Frozen fruit cannot contain added sugar;
- Canned fruit must be in light syrup or fruit juice.

Vegetables: We are also required to serve each youth one cup of vegetables at lunch for a total of 7 cups per week. However, the 5-cup measurement can be misleading, because 1 cup of leafy greens only counts as ½ cup of vegetables. No more than half of the weekly vegetable offerings may be in the form of juice, which must be 100% full-strength.

A further issue that must be factored is that there are specific weekly serving requirements Monday through Friday for each vegetable subtype:

Dark Green – ½ cup per week minimum
Red/Orange – 1¼ cup per week minimum
Beans/Dried Peas (legumes) – ½ cup per week minimum
Starchy vegetables (corn, peas, potatoes) - ½ cup per week minimum
Other servings from dark green, red/orange, and/or legumes subtypes – ¾ cup per week
Additional vegetables from ANY subtype to reach 5-cup weekly total for lunch – 1½ cup

Finally, the minimal creditable serving for any food item is 1/8 cup, so for example, a Tablespoon of diced onions or tomato as a garnish does not count; a breakfast parfait would require at least 2 Tablespoons of fruit

to be able to be counted toward the 1 cup minimum for the meal; and vegetables such as celery or onions in a recipe must be calculated to provide a minimum yield of 1 ounce per serving. The idea is that whether served alone or as an ingredient in dish, fruit and vegetables must be substantial enough to provide a measureable nutrient content.

While these standards for reimbursement apply only to the meals and snacks compensated by USDA under the School Lunch, Breakfast and Snack Programs, our mission is to ensure all meals and snacks provide adequate nutrition for the juveniles in our care. As a result, additional servings of fruits and vegetables are served over the entire week, but with more latitude on non-school days.

We anticipate that, over time, a clearer picture of IDJC's produce needs will emerge. Due to these new mandates, at least one IDJC Institution is looking to purchase more colorful vegetables, including red and orange bell peppers, tomatoes, winter squash, turnips, parsnips, spinach, romaine lettuce, bok choy, zucchini, green beans, green bell peppers, asparagus, Brussels sprouts, red and white onions, mushrooms.

We are working to expand our selection of whole fresh fruit beyond the standard apples, oranges, grapes, and bananas to include berries and kiwi. As we continue to experiment with different fruits and vegetables to gauge juvenile acceptance, as well as to meet production and budget needs, IDJC expects this list to change over time.

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] SEALED BID FOR: [title of solicitation] BID NUMBER: [ITB# or RFP#] 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: _____ **BID Title:** _____

BIDDER/OFFEROR (Company Name) _____

ADDRESS _____

CITY, ST, ZIP _____

PHONE: _____ FAX: _____ FEIN: _____

E-Mail _____

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.

_____ _____
Original Signature (Manually Signed in Ink or Electronic Signature) Date

_____ _____
Printed Name Title

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 (ITB) – 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 as Statewide Blanket Purchase Orders (SBPO) will be subject to an Administrative Fee of one and one-quarter percent (1.25%) based on orders placed against the Contract, unless specifically exempted. The Administrative Fee must be included in the prices offered by the Vendor submitting a response to an ITB or RFP issued by the State, when the solicitation will result in a Statewide Blanket Purchase Order (SBPO) which is not otherwise specifically 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 executed 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 execution 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. If Vendor's submittal includes a signed State supplied signature page which identifies a different legal entity than the IPRO profile under which the Bid or Proposal was submitted, the submitting Vendor is the individual or entity identified on the state supplied Signature Page. 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).

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 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 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), Contract Purchase Orders (CPO) or Blanket Purchase Orders (BPO).

3. The Administrative Fee will not apply to Contracts issued 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. 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 manner can be affected only upon written consent of all parties. In the event that a typographical or other ministerial or clerical error is discovered, the State may correct such error after providing notice to the Contractor of its intent to make the clerical correction. A copy of the corrected Contract (or that portion of the Contract which contains correction(s)) will be provided electronically to the Contractor immediately after the correction(s) are made.

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.