



**State of Idaho Contract Number SBPO20210627
Amendment No. 2**

Parties

| Agency | Contractor |
|---|---|
| Department of Administration 650 W. State St. Boise, ID 83702 | Grasmick Produce Co. Inc. 215 E 42 nd St Boise, ID 83714 |

Contract Summary

| | |
|---|--|
| Contract Name: Fresh Produce Contract Description: Fresh Produce Original Effective Date: 11/25/2020 Current Expiration Date: 11/30/2025 | Current Contract Value: \$6,500,000.00 Contract Usage Type: Statewide |
|---|--|

Agency Contacts

| Contact Name | Contact Type | Contact Email |
|-----------------------------|------------------------|-----------------------------|
| DOP Contract Administration | Contract Administrator | contractadmin@adm.idaho.gov |

Contractor Contacts

| Contact Name | Contact Phone | Contact Email |
|---------------------|----------------------|---------------------------|
| Chris Gaskell | (208) 376 3981 | chris@grasmickproduce.com |

Recitals

1. The Parties entered into a Contract (SBPO20210627) for Fresh Produce for the State of Idaho, effective November 25, 2020.
2. This Contract has been renewed on 12/01/2022 (renewal1) and 12/1/2023 (Amendment 1).
3. With this Amendment No. 2, The Parties desire to renew the Contract for one (1) year and incorporate additional terms and conditions as required by Idaho code, as further detailed below.

Agreement

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

1. This Contract is renewed from December 1, 2024, to November 30, 2025. \$1,300,000.00 is added to the contract with this amendment.
2. The following terms and conditions are added to the Contract:
 - 2.1 Pursuant to Idaho Code section 67-2347A (Effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in, a boycott of any

individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Grasmick Produce Co. Inc.

Signature: David Miller

Signature: Angela Reed

Name: David Miller

Name: Angela Reed

Title: Contract Administrator

Title: President

Date: 11/13/2024

Date: 11-11-24



**State of Idaho Contract Number SBPO20210627
Amendment No. 1**

Parties

| Agency | Contractor |
|---|---|
| Department of Administration 650 W. State St. Boise, ID 83702 | Grasmick Produce Co. Inc. 215 E 42 nd St Boise, ID 83714 |

Contract Summary

| | |
|---|---|
| Contract Name: Fresh Produce Contract Description: Fresh Produce Original Effective Date: 11/25/2020 Current Expiration Date: 11/30/2024 | Current Contract Value: \$5,200,000.00 Estimated Lifetime Value: \$6,500,000.00 Contract Usage Type: Statewide |
|---|---|

Agency Contacts

| Contact Name | Contact Type | Contact Email |
|-----------------------------|------------------------|-----------------------------|
| DOP Contract Administration | Contract Administrator | contractadmin@adm.idaho.gov |
| | Contract Manager | |
| | Contract Monitor | |

Contractor Contacts

| Contact Name | Contact Phone | Contact Email |
|---------------------|----------------------|----------------------------|
| Angela Reed | (208) 376-3981 | angela@grasmickproduce.com |

Recitals

1. The Parties entered into a Contract (SBPO20210627) for Fresh Produce for the State of Idaho, effective November 25, 2020.
2. The Contract has one (1) previous renewal.
3. The Parties desire to renew the Contract for the 2023-2024 term.
4. The Idaho Legislature has created Idaho Code section 67-2359 requiring a certification by the Contractor.

Agreement

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

1. The Contract is renewed from December 1, 2023, to November 30, 2024. The value of this renewal is \$1,300,000.00.
2. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.

3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Signature: David Miller

Name: David Miller

Title: Contract Administrator

Date: 11/01/2023

Grasmick Produce Co. Inc.

Signature: Angela Reed

Name: Angela Reed

Title: President

Date: 10-8-23

Idaho Division of Purchasing

Renewal

| | |
|------------------------------|---|
| Purchase Order Name: | Fresh Produce |
| Contract Number: | SBPO20210627 |
| Parties: | State of Idaho GRASMICK PRODUCE CO. INC. |
| This Renewal Value: | 1,300,000.00 USD |
| Total Contract Value: | 3,900,000.00 USD |
| Start Date: | 12/1/2022 12:00 AM |
| End Date: | 11/30/2023 11:59 PM |

Contract Managers: David Miller; David.Miller@adm.idaho.gov

Instructions

SBPO20210627, Fresh Produce(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 letter to SBPO20210627 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.

Mrs.Angela Reed

+1 208-376-3981
angela@grasmickproduce.com

Payment Details

Payment Terms: Net 30

Signature signed By:

| | |
|-----------------------|--------------------------------|
| David Miller / | Digitally signed by |
| Contract | David Miller / Contract |
| Administrator | Administrator |
| | Date: 2022.10.28 |
| | 10:04:23 -06'00' |



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

October 24, 2022

Grasmick Produce Co., Inc.
Attn: Chris Gaskell

VIA ELECTRONIC TRANSMISSION
chris@grasmickproduce.com

RE: Renewal of Contract SBPO20210627, a Contract for Fresh Produce, for the State of Idaho
Expiring 11/30/2022

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

The contract renewal period is December 1, 2022, to November 30, 2023. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your renewal documents.

If the terms of this renewal letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.


Thank you for your consideration in this matter.

Sincerely,


David Miller

Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Grasmick Produce Co. Inc
Name & Title (Printed): Angela Reed, President
Signature: 
Date: 10-27-22

Idaho Division of Purchasing

Name & Title (Printed): David Miller / Contract Administrator
Signature: 
Date: 10/28/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO20210627

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

Idaho Division of Purchasing

Renewal

| | |
|------------------------------|---|
| Purchase Order Name: | 2020 - 2021 Fresh Produce |
| Contract Number: | SBPO20210627 |
| Parties: | State of Idaho GRASMICK PRODUCE CO. INC. |
| This Renewal Value: | 1,300,000.00 USD |
| Total Contract Value: | 2,600,000.00 USD |
| Start Date: | 12/1/2021 12:00 AM |
| End Date: | 11/30/2022 11:59 PM |

Contract Managers: Quinn Shea; quinn.shea@adm.idaho.gov

Instructions

SBPO20210627, 2020 - 2021 Fresh Produce (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 letter to SBPO20210627 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

+1 208-376-3981
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 signed By:

Quinn Shea

10/22/2021



BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street, Room 100
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

September 7, 2021

Grasmick Produce Co., Inc.
Attn: Angela Reed-Grasmick

VIA E-MAIL TRANSMISSION
angela@grasmickproduce.com

RE: Renewal of Contract SBPO20210627, a Contract for Fresh Produce for the various State of Idaho Agencies, Institutions, and Departments.

Expiring 11/30/2021

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year. The contract renewal period is December 01, 2021 to November 30, 2022. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

** On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

Thank you for your consideration in this matter.

Sincerely,

Quinn Shea

Quinn Shea
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Grasmick Produce Co., Inc.

BY:

Angela Reed
(Signature)
Angela Reed
(Printed Name)

DATE:

9-8-21



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

Contract SBPO20210627
Contract for Fresh Produce, for the various State of
Idaho Agencies, Institutions, and Departments.

Acknowledgment of Idaho State House Bill 220

Grasmick Produce Co., Inc.

"Contractor"

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Acknowledged by (Print Name): Angela Reed

Title: President

Signature: Angela Reed

Date: 9-8-21

UPDATED CONTACT INFORMATION for SBPO20210627

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



Idaho Division of Purchasing

Statewide Blanket Purchase Order

Purchase Order Summary

Purchase Order Name: 2020 - 2021 Fresh Produce
Contract Number: SBPO20210627
Contract Value: 1,300,000.00 USD
Purchase Order Date: 11/25/2020
Start Date: 12/01/2020
End Date: 11/30/2021
Submitted By: Jason Urquhart

Instructions

NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This Contract is for Fresh Produce for Idaho Institutions, awarded on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327, pursuant to ITB20200308. This Contract shall be for the period noted above, and may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the ITB.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Mrs. Angela Reed

Phone: +1 208-376-3981

E-mail: angela@grasmickproduce.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this SBPO will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.



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

This Statewide Blanket Purchase Order (SBPO), including any attached files, constitutes the State of Idaho's acceptance of your signed Bid (including any electronic submission), which is incorporated herein by reference, and modified by changes made during the evaluation process (see section 9, Evaluation in ITB20200308) and including a Best and Final Offer, received on October 13, 2020 from Grasmick Produce Co., Inc.

In the event of any inconsistency, precedence shall be given in the following order:

1. This SBPO
2. The State of Idaho's sourcing event, ITB20200308 (including the state of Idaho's letter to Grasmick Produce Co., Inc. dated November 20, 2020)
3. The Contractor's signed Bid (including Grasmick Produce Co., Inc.'s response to the state of Idaho's November 20, 2020 letter; and including a Best and Final Offer, received on October 13, 2020 from Grasmick Produce Co., Inc.)

Special Instructions:

Internal Comments:

Signature: Jason Urquhart

Jason R.
Urquhart

Digitally signed by
Jason R. Urquhart
Date: 2020.11.25
09:22:23 -07'00'

Signed By: _____



BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho

Department of Administration
Division of Purchasing

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

October 8, 2020

Angela Reed-Grasmick
Grasmick Produce Co., Inc.

VIA ELECTRONIC TRANSMISSION
EMAIL: angela@grasmickproduce.com

Re: Best and Final Offer - ITB20200308 – Invitation to Bid (ITB) for Fresh Produce for Idaho Institutions for the State of Idaho

Dear Ms. Reed:

After one (1) round of correspondence in accordance with section 9.2 of ITB20200308 (see our August 21, 2020 letter and Grasmick Produce Co., Inc.'s response to it) the Bid from Grasmick Produce Co., Inc. (Grasmick) for ITB20200308 has been found to be "acceptable" as per Section 9.2 of the ITB.

Section 9.3 of the ITB states "Each Bidder whose Bid is deemed "acceptable" will be contacted by the State with a written request for a Best and Final Offer (BAFO) (see IDAPA 38.05.01.083.05)." This letter is the written request for a BAFO, and Grasmick's prices may now be adjusted.

Grasmick must complete and submit **ATTACHMENT 3 – BID SCHEDULE (BAFO - Grasmick)** (attached) **no later than 11:59:59 p.m. Mountain time, Tuesday, October 13, 2020**. Please note the following:

1. The only editable cells on the Unit Price Schedule tab are those that are highlighted yellow. We're not allowing changes for those items for which Grasmick has not entered a Longer Price Guarantee in Column L.
2. Grasmick may also change the information in the unlocked cells on the Special Services tab if Grasmick wishes to do so.

Grasmick may email its response to this letter to jason.urquhart@adm.idaho.gov. Please contact me with any questions.

Sincerely,

Jason R. Urquhart, CPPO, CPPB
Lead Purchasing Officer

From: Angela Reed <angela@grasmickproduce.com>

Sent: Tuesday, October 13, 2020 9:44 AM

To: Jason Urquhart <Jason.Urquhart@adm.idaho.gov>

Cc: Chris Gaskell <chris@grasmickproduce.com>

Subject: RE: ITB20200308 – Invitation to Bid (ITB) for Fresh Produce - Request for Best and Final Offer

Jason,

Pursuant to your correspondence below, please find attached Grasmick's response to your Request for Best and Final Offer. The changes we made are reflected in the editable cells of the Unit Price Schedule Tab. Please note, we did not make any changes to the Special Services Tab. Please let me know if you have any questions. For my file, would you please reply to confirm receipt of this email.

Thank you,

Angela

ATTACHMENT 3 - BID SCHEDULE (BAFO - Grasmick)

Unit Price Schedule

Bid Schedule Instructions and Requirements (these Instructions and Requirements apply to this tab only):

1. Each Unit Price Per Our Stated Unit of Measure that you enter on this Bid Schedule shall be the unit prices shown on the Bidder's supplier invoices for the Periods shown in Columns E through G below (i.e., the unit prices shown on the Bidder's supplier invoices must match the information entered by the Bidder into Columns E through G below). The only exceptions to this matching requirement are set forth in 1.a. and 1.c.1. below. The Bidder must provide with its Bid its supplier invoices for each Period, each Item on this Bid Schedule.
- 1.a. 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. Regarding this, we will allow for variation from the Unit of Measure we state in the "Our Stated Unit of Measure" column.
- 1.b. The Bidder 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 and item nomenclature.
- 1.c. If the Bidder cannot provide a supplier invoice for a certain Item on this Bid Schedule because they were not invoiced during a certain Period identified in Columns E through G below, the Bidder must provide a supplier invoice for that Item that is the closest to that Period. This is the only allowable reason to not provide a supplier invoice for a Period shown below, with the exception of the following:
- 1.c.1. For any Item for which the Bidder bids a Longer Price Guarantee (see Column L below), the Bidder may submit, in lieu of supplier invoices, other documentation demonstrating that they have negotiated a Longer Price Guarantee. In the case of a Longer Price Guarantee, the Bidder must enter the same price Unit Price in each of Columns E through G. For example, if the Bidder has negotiated a Longer Price Guarantee of \$12.00 (Unit Price Per Our Stated Unit of Measure) for Item #1 (Apple, Fresh Variety), the Bidder must enter \$12.00 in Column E, \$12.00 in Column F, and \$12.00 in Column G so that the Average (see Column H) will be \$12.00. (Enter the period of any Longer Price Guarantee into Column L.)
- 1.d. Supplier invoices included with the Bid must be in the order of the Item #'s shown on this Bid Schedule. Bidder must group the supplier invoices for all three Periods (see Columns E through G below) together by Item. Additionally, the Bidder must clearly identify to which Bid Schedule Item # each supplier invoice pertains.
- 1.e. As prices change during the term of the Contract, the Unit Prices shall be the unit prices shown on the Contractor's supplier invoices plus the Fee (Per Our Stated Unit of Measure). (See section 24, Price Adjustments.) For items that require additional preparation by the Contractor, such as "salsa" tomatoes, the Contractor may add a fee for the preparation, but, upon request by the State or by an Institution, the Contractor must substantiate the fee in writing.
2. For Items for which the Bidder will hold prices for three months (quarterly), six months (semi-annually) or for a year (annually), Bidder must identify that in the "Longer Price Guarantee" column. Bidder must state either "quarterly", "semi-annually" or "annually".
3. For Column I, Bidder must enter a dollar amount for the Fee to be added to the supplier invoice amount.
4. Bidder must bid on all Items (Item #'s 1 through 23) on this tab of the Bid Schedule. Failure to bid on all Items on this tab of the Bid Schedule will result in the Bid being found non-responsive.
5. For Bid evaluation purposes, please note: All calculations made by Excel shall stand, regardless of how Excel rounds decimals.

* Unit Price Bid (see Column J below) shall be the (AVERAGE) Unit Price Per Our Stated Unit of Measure plus the Fee (Per Our Stated Unit of Measure).

For Delivery Once per Week Minimum to All Institutions.

| Column A | Column B | Column C | Column D | Column E | Column F | Column G | Column H | Column I | Column J | Column K | Column L |
|----------|---|----------------------------|---------------------------|--|--|--|--|--------------------------------------|------------------|---------------|------------------------|
| Item # | Item Description | Our Stated Unit of Measure | Estimated Annual Quantity | PERIOD OF SUPPLIER INVOICE: Week of January 1, 2019 Unit Price Per Our Stated Unit of Measure | PERIOD OF SUPPLIER INVOICE: Week of May 1, 2019 Unit Price Per Our Stated Unit of Measure | PERIOD OF SUPPLIER INVOICE: Week of September 1, 2019 Unit Price Per Our Stated Unit of Measure | AVERAGE Unit Price Per Our Stated Unit of Measure | Fee (Per Our Stated Unit of Measure) | Unit Price Bid * | Extended Cost | Longer Price Guarantee |
| 1 | APPLE, FRESH VARIETY - Red or Golden Delicious or equivalent, 2.5"- 2.75" sizing, US#1 bulk, 120-130 count per 38-42# case, washed and graded | 125 CT | 4300 | \$16.45 | \$16.45 | \$16.45 | \$16.45 | \$4.50 | \$20.95 | \$90,085.00 | annually |
| 2 | Apple - Gala, Cameo, or Fuji or equivalent, 2.5"- 2.75" sizing, US#1 bulk, 120-130 count per 38-42# case, washed and graded | 125 CT | 5000 | \$16.45 | \$16.45 | \$16.45 | \$16.45 | \$4.50 | \$20.95 | \$104,750.00 | annually |
| 3 | BANANA, PETITE GREEN TIP FRESH - Petite fingers - green tip stage 4 color, 150 count per 50# case us#1 | 50lb | 7800 | \$17.40 | \$15.85 | \$15.85 | \$16.37 | \$5.00 | \$21.37 | \$166,660.00 | |
| 4 | BANANA, TURN FRESH 1 40# | 40 LB | 350 | \$13.68 | \$12.68 | \$12.68 | \$13.01 | \$5.00 | \$18.01 | \$6,304.67 | |
| 5 | BROCCOLI, FLORT MINI FRESH 4/3 LB | 4/3 LB | 2500 | \$13.60 | \$16.55 | \$14.05 | \$14.73 | \$4.50 | \$19.23 | \$48,083.33 | |
| 6 | CABBAGE GREEN FRSH LARGE - Heads green cabbage, 50# case US#1 | 50 LB | 650 | \$14.00 | \$12.00 | \$7.50 | \$11.17 | \$7.25 | \$18.42 | \$11,970.83 | |
| 7 | CABBAGE GREEN SHRD W/CARROTS | 4-5 LB | 1200 | \$9.20 | \$8.75 | \$9.20 | \$9.05 | \$6.00 | \$15.05 | \$18,060.00 | |
| 8 | CARROT JUMBO FRESH | 50 LB | 1850 | \$14.50 | \$14.50 | \$14.50 | \$14.50 | \$6.80 | \$21.30 | \$39,405.00 | annually |
| 9 | CELERY, STALK FRESH 1 1/9 bushel box | 24 EA | 1850 | \$13.30 | \$13.30 | \$13.30 | \$13.30 | \$10.15 | \$23.45 | \$43,382.50 | annually |
| 10 | LETTUCE, GREEN LEAF FRSH W/LINER - Green leaf US#1, 20 lb | 20 LB | 4000 | \$18.07 | \$11.44 | \$11.94 | \$13.82 | \$6.00 | \$19.82 | \$79,266.67 | |
| 11 | LETTUCE, ICEBERG PREMIUM PLTIZED - Lettuce, Iceberg, heads, naked pack | 50 LB | 250 | \$9.40 | \$9.45 | \$14.76 | \$11.20 | \$6.50 | \$17.70 | \$4,425.83 | |
| 12 | LETTUCE, SAL MIX TOSSED FRESH - Lettuce, Chopped, fresh 3 way mix w/ iceberg lettuce, red cabbage and carrot, 4/5# bags per case | 5 LB | 5300 | \$2.18 | \$2.39 | \$2.39 | \$2.32 | \$1.60 | \$3.92 | \$20,776.00 | |
| 13 | LETTUCE, RED LEAF FRESH WITH LINER- Red leaf US#1, 20 lb | 20 LB | 2800 | \$19.60 | \$15.40 | \$10.00 | \$15.00 | \$6.00 | \$21.00 | \$58,800.00 | |
| 14 | MELON WATERMELON SEEDLESS | 1 LB | 1000 | \$0.57 | \$0.18 | \$0.21 | \$0.32 | \$0.25 | \$0.57 | \$570.00 | |
| 15 | ONION YELLOW JUMBO FRESH - Yellow, Jumbo or Medium US# 1 | 50 LB | 2500 | \$7.00 | \$8.00 | \$7.50 | \$7.50 | \$4.50 | \$12.00 | \$30,000.00 | |
| 16 | ORANGE NAVEL OR VALENCIA FRESH - Naval or Valencia type, choice, 113 count per 40# case | 113 CT | 6800 | \$9.85 | \$11.85 | \$14.85 | \$12.18 | \$6.50 | \$18.68 | \$127,046.67 | quarterly |

| | | | | | | | | | | | |
|----------------------------|---|-------|------|---------|---------|---------|---------|--------|---------|---------------------|----------|
| 17 | PEPPER GREEN BELL FRESH - Medium Green, Chopper, sweet bell type | 25 LB | 1250 | \$23.70 | \$13.45 | \$12.50 | \$16.55 | \$5.00 | \$21.55 | \$26,937.50 | |
| 18 | POTATO BAKING IDAHO FRESH - Baker, US#1 90 count per case | 90 CT | 400 | \$8.50 | \$8.00 | \$14.00 | \$10.17 | \$3.75 | \$13.92 | \$5,566.67 | |
| 19 | POTATO IDAHO NO 2 FRESH CTN - #2's | 50 LB | 1950 | \$6.50 | \$6.50 | \$6.50 | \$6.50 | \$4.50 | \$11.00 | \$21,450.00 | annually |
| 20 | RADISH - Red, 5 lb | 5 LB | 1000 | \$4.05 | \$4.05 | \$4.05 | \$4.05 | \$4.50 | \$8.55 | \$8,550.00 | |
| 21 | SPINACH CELLO | 10 LB | 1600 | \$11.00 | \$10.20 | \$11.00 | \$10.73 | \$5.00 | \$15.73 | \$25,173.33 | |
| 22 | TOMATO, ROMA | 25 LB | 1300 | \$13.00 | \$13.00 | \$13.00 | \$13.00 | \$6.00 | \$19.00 | \$24,700.00 | annually |
| 23 | TOMATO, BULK 6X6 FRESH - Medium to Large tomatoes, Bulk 6X6 pack 25# | 25 LB | 300 | \$12.95 | \$12.95 | \$12.95 | \$12.95 | \$6.20 | \$19.15 | \$5,745.00 | annually |
| Grand Total, Fresh Produce | | | | | | | | | | <u>\$967,709.00</u> | |

ATTACHMENT 3 - BID SCHEDULE

Special Services

Bid Schedule Instructions and Requirements (these Instructions and Requirements apply to this tab only):

1. Bidder must indicate, in the spaces provided, the percent effect on Unit Prices for the special services listed below. (Please make sure that if the percent effect is downward, that you make the percent negative.)
2. The Contractor shall only increase prices by the percents it has entered below for the Institutions that use these Special Services, and shall only increase prices by these percents for the specific orders for which the Special Services are required. Therefore:
 - 2.a. For Special Service #'s 1 and 2, the Contractor shall not increase prices by those percents on the first order of each week in which more than a single delivery is required that week.
 - 2.b. For Special Service #'s 4 through 7, the Contractor shall only increase prices by those percents on the specific orders for which the Institution requires those Special Services.
3. As identified in section 6 (Method of Bid Pricing), Special Service #'s 6 and 7 are optional (desired, but not required). If the Bidder cannot provide Special Service #'s 6 and 7, the Bidder may enter "N/A" for them.
4. The Contractor may invoice separately for the difference between each item's Unit Price (supplier invoice plus Fee) and the price including any costs for Special Services, however, if the Contractor does so, the Contractor must do the following:
 - 4.a. The Contractor cannot invoice for the difference any less frequently than monthly.
 - 4.b. The Contractor must submit these invoices by Institution.
 - 4.c. The Contractor must identify on these invoices the specific date of delivery, the items delivered and the invoice numbers to which these invoices for the difference pertain, and what the reasons are for the additional charge(s) (such as daily delivery, stocking, etc).
 - 4.d. These invoices for the difference must include identifying information, such as "Invoice for the following Special Services, which were rendered on (date)".

Special
Service #

| | | |
|---|--|-------|
| 1 | What is the percent effect on Unit Prices for delivering to Institutions more frequently than once per week? | 0.00% |
| 2 | What is the percent effect on Unit Prices for delivering to Institutions on a daily basis? | 0.00% |
| 3 | What is the percent effect on Unit Prices for delivering to Institutions within twenty four hours of order placement? | 0.00% |
| 4 | What is the percent effect on Unit Prices to provide produce that is grown and distributed in the USA to meet federal requirements? | 0.00% |
| 5 | What is the percent effect on Unit Prices for delivery personnel to place refrigerated items in kitchen walk-in or reach-in refrigerators? | 0.00% |
| 6 | What is the percent effect on Unit Prices for delivery personnel to stock shelves when delivering produce? | n/a |
| 7 | What is the percent effect on Unit Prices for delivery personnel to rotate stock when delivering produce? | n/a |



BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho

Department of Administration
Division of Purchasing

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

August 21, 2020

Angela Reed-Grasmick
Grasmick Produce Co., Inc.

VIA ELECTRONIC TRANSMISSION
EMAIL: angela@grasmickproduce.com

Re: Evaluation of Bids - ITB20200308 – Invitation to Bid (ITB) for Fresh Produce for Idaho Institutions for the State of Idaho

Dear Ms. Reed:

The Bid from Grasmick Produce Co., Inc. (Grasmick) for subject Invitation to Bid (ITB) has been determined to be “potentially acceptable” as per Section 9.1 of the ITB. Section 9.1 states in part: *“Bids that the State determines can likely meet all specifications with additional clarification, are likely to include complete information with additional clarification, or both, will be deemed “potentially acceptable.” No Bid with more than 10% of the items on the Bid Schedule having incomplete Bidder’s specifications or having deviations from the specifications will be deemed “potentially acceptable.”*

Please note that we identified in our July 13, 2020 letter that that correspondence was not part of the correspondence identified in section 9, Evaluation in the ITB, but was to be considered as clarification correspondence at that point. We are pointing this out because at this time we are beginning the process set forth in Section 9.2 of the ITB.

Table 1

For Item 3, Grasmick shows a weight conversion on the supplier invoice, but didn't factor that on its Bid Schedule for any of the three prices entered for this item.

Please make corrections in the cells highlighted yellow for Item 3 on the attached Attachment 3 – Bid Schedule with “Section 9.2 Evaluations Version” as part of its heading.

Grasmick Authorized Confirming Signature:

Date: _____

By signing and entering a date in this cell, Grasmick identifies that it has responded in accordance with this Table.

Table 2

| |
|--|
| <p>We identified in our July 13, 2020 letter that for Item 6, the product's weight can't be found on any of the supplier invoices.</p> <p>Grasmick indicated in its response to our July 13, 2020 letter that it needed to do some price conversions.</p> <p>Please provide the documentation including the supplier invoices and conversions. Please also make any necessary corrections in the cells highlighted yellow for Item 6 on the attached Attachment 3 – Bid Schedule with “Section 9.2 Evaluations Version” as part of its heading.</p> |
| <p>Grasmick Authorized Confirming Signature:</p> <p>_____</p> <p>Date: _____</p> <p>By signing and entering a date in this cell, Grasmick identifies that it has responded in accordance with this Table.</p> |

Table 3

| |
|---|
| <p>For Items 10, 11 and 13, Grasmick didn't convert to Our Stated Unit of Measure in accordance with Bid Schedule Instructions and Requirements.</p> <p>Please provide the conversions. Please also make any necessary corrections in the cells highlighted yellow for Items 10, 11 and 13 on the attached Attachment 3 – Bid Schedule with “Section 9.2 Evaluations Version” as part of its heading.</p> |
| <p>Grasmick Authorized Confirming Signature:</p> <p>_____</p> <p>Date: _____</p> <p>By signing and entering a date in this cell, Grasmick identifies that it has responded in accordance with this Table.</p> |

August 21, 2020

Page 3

Please complete the above Tables, provide additional information and as noted in the Tables and email to jason.urquhart@adm.idaho.gov no later than 12 p.m. (noon) Mountain time on Thursday, August 27, 2020.

We appreciate Grasmick's attention to this matter. You may contact me directly at 208-332-1608 or at the email address listed in this paragraph with any questions regarding this correspondence.

Sincerely,

Jason R. Urquhart, CPPO, CPPB
Lead Purchasing Officer

From: Angela Reed <angela@grasmickproduce.com>
Sent: Wednesday, August 26, 2020 6:45 PM
To: Jason Urquhart <Jason.Urquhart@adm.idaho.gov>
Cc: Chris Gaskell <chris@grasmickproduce.com>
Subject: Grasmick Response to IDOC 8-21-20 Correspondence

Jason,

Please find attached Grasmick Produce's response to your August 21, 2020, correspondence. Pursuant to your request, I made all necessary changes to the highlighted fields in the Attachment 3 excel workbook provided in your correspondence. A revised Attachment 3 with those changes is attached. Please let me know if you need any additional information.

-Angela



Grasmick Produce
Angela Grasmick-Reed
PRESIDENT
o: (208) 376-3981
m: (208) 407-8298



For alerts, specials, and updates please [subscribe](#) to our Fresh News newsletter.
Order online or download our app at orders.grasmickproduce.com



BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho

Department of Administration
Division of Purchasing

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

August 21, 2020

Angela Reed-Grasmick
Grasmick Produce Co., Inc.

VIA ELECTRONIC TRANSMISSION
EMAIL: angela@grasmickproduce.com

Re: Evaluation of Bids - ITB20200308 – Invitation to Bid (ITB) for Fresh Produce for Idaho Institutions for the State of Idaho

Dear Ms. Reed:

The Bid from Grasmick Produce Co., Inc. (Grasmick) for subject Invitation to Bid (ITB) has been determined to be “potentially acceptable” as per Section 9.1 of the ITB. Section 9.1 states in part: *“Bids that the State determines can likely meet all specifications with additional clarification, are likely to include complete information with additional clarification, or both, will be deemed “potentially acceptable.” No Bid with more than 10% of the items on the Bid Schedule having incomplete Bidder’s specifications or having deviations from the specifications will be deemed “potentially acceptable.”*

Please note that we identified in our July 13, 2020 letter that that correspondence was not part of the correspondence identified in section 9, Evaluation in the ITB, but was to be considered as clarification correspondence at that point. We are pointing this out because at this time we are beginning the process set forth in Section 9.2 of the ITB.

Table 1

For Item 3, Grasmick shows a weight conversion on the supplier invoice, but didn't factor that on its Bid Schedule for any of the three prices entered for this item.

Please make corrections in the cells highlighted yellow for Item 3 on the attached Attachment 3 – Bid Schedule with “Section 9.2 Evaluations Version” as part of its heading.

Grasmick Authorized Confirming Signature:

Date: 8-21-20

By signing and entering a date in this cell, Grasmick identifies that it has responded in accordance with this Table.

Table 2

We identified in our July 13, 2020 letter that for Item 6, the product's weight can't be found on any of the supplier invoices.

Grasmick indicated in its response to our July 13, 2020 letter that it needed to do some price conversions.

Please provide the documentation including the supplier invoices and conversions. Please also make any necessary corrections in the cells highlighted yellow for Item 6 on the attached Attachment 3 – Bid Schedule with "Section 9.2 Evaluations Version" as part of its heading.

Grasmick Authorized Confirming Signature:



Date: 8-21-20

By signing and entering a date in this cell, Grasmick identifies that it has responded in accordance with this Table.

Table 3

For Items 10, 11 and 13, Grasmick didn't convert to Our Stated Unit of Measure in accordance with Bid Schedule Instructions and Requirements.

Please provide the conversions. Please also make any necessary corrections in the cells highlighted yellow for Items 10, 11 and 13 on the attached Attachment 3 – Bid Schedule with "Section 9.2 Evaluations Version" as part of its heading.

Grasmick Authorized Confirming Signature:



Date: 8-26-20

By signing and entering a date in this cell, Grasmick identifies that it has responded in accordance with this Table.

August 21, 2020

Page 3

Please complete the above Tables, provide additional information and as noted in the Tables and email to jason.urquhart@adm.idaho.gov no later than 12 p.m. (noon) Mountain time on Thursday, August 27, 2020.

We appreciate Grasmick's attention to this matter. You may contact me directly at 208-332-1608 or at the email address listed in this paragraph with any questions regarding this correspondence.

Sincerely,

Jason R.
Urquhart

Digitally signed by
Jason R. Urquhart
Date: 2020.08.21
07:19:15 -06'00'

Jason R. Urquhart, CPPO, CPPB
Lead Purchasing Officer

**BOISE**

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

IDAHO FALLS

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

Table 1: Banana Petite Green Tip Fresh – 50 LB

Question: For Item 3, Grasmick shows a weight conversion on the supplier invoice, but didn't factor that on its Bid Schedule for any of the three prices entered for this item. Please make corrections in the cells highlighted in yellow for Item 3 on the attached Attachment 3 – Bid Schedule for any of the three prices entered for this item.

Response: Changes were made on Attachment 3 submitted contemporaneously herewith.

Table 2: Cabbage Green Fresh Large – 50 LB

Question: We identified in our July 13, 2020, letter that for Item 6, the product's weight can't be found on any of the supplier invoices. Grasmick indicated in its response to our July 13, 2020 letter that it needed to do some price conversions. Please provide the documentation including the supplier invoices and conversions. Please also make any necessary corrections in the cells highlighted in yellow for Item 6 on the attached Attachment 3 – Bid Schedule with "Section 9.2 Evaluations Version" as part of its heading.

Response: My file shows that the supplier invoices containing the conversions per LB conversion from a 45 LB case to a 50 LB case were submitted as Exhibit B to my July 20, 2020, correspondence. Out of an abundance of caution, I have also re-enclosed those same invoices as Exhibit B to this correspondence. Additionally, the necessary corrections were made on Attachment 3 submitted contemporaneously herewith.

Table 3: Green Leaf, Iceberg and Red Leaf

Question: For Items 10, 11, and 13, Grasmick didn't convert to our Stated Unit of Measure in accordance with Bid Schedule Instructions and Requirements. Please provide the conversions. Please also make any necessary corrections in the cells highlighted yellow for Items 10, 11 and 13 on the attached Attachment 3 – Bid Schedule with "Section 9.2 Evaluations Version" as part of its heading.

A. Response Item 10 – Green Leaf

Response: For Item 10 – Green Leaf – we submitted invoices from three different vendors: Church Brothers Farms, Produce Alliance (for Mann Packing product) and C.H. Robinson. According to information provided to Grasmick from all three vendors, the weight for 24 CT green leaf product they sell is 18 LBS. Correspondence from each vendor confirming the weight of the product and the invoices at issue

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Boise, Idaho 83711
208-376-3981 (phone)

IDAHO FALLS

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

are attached as Exhibit C to this correspondence. Further, the conversion for each respective invoice is as follows:

- Invoice #1154937 (January 2019 Invoice)

$$\$16.25/18 \text{ LB} = .90/\text{LB}$$

$$.90/\text{LB} \times 20 \text{ LB} = \$18.07$$

- Invoice #0995586A (May 2019 Invoice)

$$\$10.30/18 \text{ LB} = .57/\text{LB}$$

$$.57/\text{LB} \times 20 \text{ LB} = \$11.44$$

- Invoice #341610018 (September 2019 Invoice)

$$\$10.75/18 \text{ LB} = .60/\text{LB}$$

$$.60/\text{LB} \times 20 \text{ LB} = \$11.94$$

Additionally, the necessary corrections to reflect the conversions above were made on Attachment 3 submitted contemporaneously herewith.

B. Response Item 11 – Iceberg Liner

Response: For Item 11 – Iceberg Liner – we submitted invoices from three different vendors: Produce Alliance (for Mann Packing product), Total Produce (for Church Brothers Farms product), and Coastline Family Farms. According to information provided to Grasmick from Produce Alliance, the average weight for the 24 CT iceberg liner produce they sell is 46 LBS. This is based on a weight range of 42 to 50 LBS. The average weight for 24 CT iceberg sold to Grasmick by Total Produce and Coastline Farms is 42 LBS. Correspondence from each vendor confirming the weight of the product and the invoices at issue are attached as Exhibit D to this correspondence. Further, the conversion for each respective invoice is as follows:

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

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Idaho Falls, Idaho 83402
208-522-0800 (phone)

- Invoice #0985630A (January 2019 Invoice)

$$\$8.65/46 \text{ LB} = .188/\text{LB}$$

$$.188/\text{LB} \times 50 \text{ LB} = \$9.40$$

- Invoice #24731 (May 2019 Invoice)

$$\$7.95/42 \text{ LB} = .189/\text{LB}$$

$$.189/\text{LB} \times 50 \text{ LB} = \$9.45$$

- Invoice #57987 (September 2019 Invoice)

$$\$12.40/42 \text{ LB} = .259/\text{LB}$$

$$.259/\text{LB} \times 50 \text{ LB} = \$14.76$$

Additionally, the necessary corrections to reflect the conversions above were made on Attachment 3 submitted contemporaneously herewith.

C. Response Item 13 – Red Leaf

Response: For Item 13 – Red Leaf – we submitted invoices from two different vendors: Church Brothers Farms, Produce Alliance (for Mann Packing product) and Total Produce (for Church Brothers Farms product). According to information provided to Grasmick from these two vendors, the average weight for 24 CT red leaf product Mann sells is 15 LBS. The average weight for the 24 CT red leaf product from Church Brothers purchased from Total Produce is 18 LBS. Correspondence from each vendor confirming the weight of the product and the invoices at issue are attached as Exhibit E to this correspondence. Further, the conversion for each respective invoice is as follows:

- Invoice #0985630A (January 2019 Invoice)

$$\$14.65/15 \text{ LB} = .98/\text{LB}$$

$$.98/\text{LB} \times 20 \text{ LB} = \$19.60$$

**BOISE**

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Boise, Idaho 83711
208-376-3981 (phone)

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

- Invoice #0995586A (May 2019 Invoice)

$$\$11.55/15 \text{ LB} = .77/\text{LB}$$

$$.77/\text{LB} \times 20 \text{ LB} = \$15.40$$

- Invoice #25170 (September 2019 Invoice)

$$\$8.95/18 \text{ LB} = .50/\text{LB}$$

$$.50/\text{LB} \times 20 \text{ LB} = \$10.00$$

Additionally, the necessary corrections to reflect the conversions above were made on Attachment 3 submitted contemporaneously herewith.

Exhibit B

V36032

Item # 116

Invoice

Number: 481752

Page: 1 of 1

Cal Fresco, LLC
6850 ARTESIA BLVD
BUENA PARK, CA 90620
Phone: 714-690-7700
Fax: 714-690-7718

Shipped Date: 1/7/2019
PO Number: 72517
Lot#: 2
Due Date: 1/7/2019



CAL FRESCO

Grasmick Produce Co., Inc.
216 E. 42ND STREET
BOISE, ID 83714

Grasmick Produce Co., Inc.
216 E. 42ND STREET
BOISE, ID 83714

PO/Ref. #: 72517

481752

Customer #: 1289

Sales Type: FOB

Sales Terms: Net 10

Products:

Total Product Qty 279

| Description | Qty | Price | Extended |
|---|-----|-------|----------|
| Blue Lake Beans 30# Mexico | 28 | 23.25 | 651.00 |
| Broccoli Crowns Iceless "XTEND" | 72 | 14.96 | 1,077.12 |
| Green Cabbage USA #6 | 10 | 12.55 | 125.50 |
| Calary 24 CT USA | 24 | 14.56 | 349.44 |
| Red Bells Choice 25# Mexico | 28 | 20.95 | 586.60 |
| Italian Squash Medium Mexico | 20 | 7.96 | 159.00 |
| Collard Greens 24ct USA | 3 | 38.00 | 114.00 |
| Kale De-Stemmed 3" x 3" cut 6 x 2 Lbs USA | 2 | 23.00 | 46.00 |
| Shredded Green Cabbage 8x4# USA | 80 | 14.53 | 1,162.40 |
| Iceless Green Onion 4x2 Loose Mexico | 12 | 10.20 | 122.40 |

12.55 for 45 LB case /

= \$1.28 / LB

x 50

Grasmick Produce Co., Inc.
Ref # 72517

Product Lines:

\$4,393.46

Charges:

\$0.00

Total:

\$4,393.46

\$14.00 / 50 LB case

Recorder #:

CDFA 30-008801: A FINA/ permitted by law, will be in ten days. Buyer agrees to transaction in the event a commodity listed on this Commodities Act, 1930 (7 food or other products do payment is received.



DATE OF 1 1/2% PER MONTH (18% Annually), or at the highest rate
FOR sales are due and payable within
no owing in connection with this
(the perishable agricultural
liable Agricultural
commodities, all inventories of
base commodities until full

V 40816

Item # 6



SHIP TO:
BOSKOVICH FARMS, INC.
 FILE NO. 54707
 LOS ANGELES, CA 90074-4707
 (805) 487-2299



INVOICE

427017

5/8/2019

Page 1 of 1

GRASMICK PRODUCE CO.
 215 E. 42ND STREET
 BOISE ID 83711-6120
 USA

Ship To:
GRASMICK PRODUCE CO.
 215 E. 42ND STREET
 BOISE ID 83711-6120
 USA

Sale Terms: F.O.B.
Order: 5/1/2019
Cont PO: 75512

Salesperson: RUSS
Via: Truck
Currency: USD

Carrier: R.I. TRANSPORT #3817
Pay Terms: NET 10 DAY
Broker:

| Description | Quantity | UOM | Price | Amount |
|--|------------|-----|-------|-----------------|
| 35030MX 25 LB POLY BEETS Produce of MEXICO | 10 | bag | 8.95 | 88.50 |
| 12000 GREEN CABBAGE Produce of USA #6 | 140 | ctn | 10.95 | 1,533.00 |
| 11100 CELERY 24'S Produce of USA | 88 | ctn | 58.95 | 5,167.20 |
| 152000S 30 LB NAPA Produce of USA | 21 | ctn | 18.95 | 397.95 |
| REGULAR PALLET | 10 | | | .00 |
| INVOICE TOTAL: | 257 | | | 7,487.65 |

PAY THIS AMOUNT: \$7,487.65



VINU2Y00010100040016000

$$\begin{array}{r}
 10.95 \text{ for } 45 \text{ LB} \\
 = .24 / \text{LB} \\
 \times 50 \\
 \hline
 \end{array}$$

\$12.00 / 50 LB Case

THIS INVOICE REPRESENTS OUR UNDERSTANDING OF THE TRANSACTION AS COMPLETED. WHILE ANY DISCREPANCIES UPON RECEIPT OTHER WE WILL ASSUME YOU CONSIDER IT CORRECT.
 The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499a(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.
 All claims must be reported to seller within 24 hours of receipt and supported by a USDA inspection. Interest may accrue on any past-due balances at a rate of 1 and 1/2% per month (18% per annum). Buyer agrees to pay all costs of collection, including attorney's fees, and any other damages allowed by law.

V45259

Item #6



REMIT TO:
BOSKOVICH FARMS, INC.
FILE NO. 54707
LOS ANGELES, CA 90074-4707
(805) 457-2299



INVOICE
445030

9/2/2019

Page 1 of 1

GRASMICK PRODUCE CO.
215 E. 42ND STREET
BOISE ID 83711-5120
USA

Ship To:
GRASMICK PRODUCE CO.
215 E. 42ND STREET
BOISE ID 83711-5120
USA

| | | |
|--------------------|-------------------|-----------------------|
| Sale Terms: F.O.B. | Salesperson: RUSS | Carrier: TRI TRANS |
| Order: 8/29/2019 | Via: Truck | Pay Terms: NET 10 DAY |
| Cust PO: 78426 | Currency: USD | Broker: |

| Description | Quantity | UOM | Price | Amount |
|---|----------|-----|-------|----------|
| 6925 5 DZ CILANTRO-UPC/PLU Produce of USA | 48 | ctn | 18.95 | 909.60 |
| 35030MDX 25 LB POLY BEETS Produce of MEXICO | 20 | bag | 8.95 | 179.00 |
| 12100 RED CABBAGE Produce of USA | 25 | ctn | 8.95 | 223.75 |
| 12000 GREEN CABBAGE Produce of USA #6 | 105 | ctn | 6.95 | 729.75 |
| REGULAR PALLETS | 5 | | | .00 |
| INVOICE TOTAL: | 198 | | | 2,042.10 |

PAY THIS AMOUNT: \$2,042.10



47N02Y98513188843259886

$$\begin{array}{r}
 6.95 \text{ per } 45 \text{ lb} \\
 = .15 / \text{lb} \\
 \times 50 \\
 \hline
 7.50 / 50 \text{ lb case}
 \end{array}$$

THIS INVOICE REPRESENTS OUR UNDERSTANDING OF THE TRANSACTION AS COMPLETED. WHILE ANY DISCREPANCIES UPON RECEIPT OTHER WE WILL ASSUME YOU CONSIDER IT CORRECT.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499c(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

All claims must be reported to seller within 24 hours of receipt and supported by a USDA inspection. Interest may accrue on any past-due balances at a rate of 1 and 1/2% per month (18% per annum). Buyer agrees to pay all costs of collection, including attorney's fees, and any other damages allowed by law.

Exhibit C

V35972

Item # 10

Church Brothers, LLC
P.O. Box 509
Salinas CA 93902-0509
USA
(831) 796-1000



INVOICE

Invoice #: 1154937
Invoice: Jan 5, 2019
Ship: Jan 5, 2019
Pay Terms: Net 21

Sold To: Grasmick Produce Company
215 E 42nd Street
Boise ID 83714
USA

Ship To: Grasmick Produce Company
Idaho Falls ID
USA

Page 1 of 2

| | | |
|--------------------|------------------------|------------------|
| Sale Terms: FOB | Salesperson: Lisa Dias | Carrier: SPX 611 |
| Order: Jan 3, 2019 | Via: | Trailer l/c: |
| Cust PO: 72461 | Currency: USD | St: ID |
| | | Broker: |

| Description | Quantity | UOM | Price | Amount |
|--|----------|-----|-------|--------|
| WL Romaine Romaine 10# Reg TrueLeaf Singles Product of USA | 12 | ctn | 12.35 | 148.20 |
| VA Broccoli Florets 6 x 3# Reg True Leaf Product of USA | 48 | ctn | 19.00 | 912.00 |
| WL Green Leaf Green Leaf 10# Reg TrueLeaf Singles Product of USA | 12 | ctn | 12.35 | 148.20 |
| VA Gr Cabbage Cole Slaw 4x5# w/sep bags Reg True Leaf Product of USA | 10 | ctn | 8.75 | 87.50 |
| VA Gr Cabbage Diced 4x5# 1/4"w/Bags Reg True Leaf Product of USA | 3 | ctn | 8.75 | 26.25 |
| VA Specialty Cilantro 4 x 1# PP Reg True Leaf Product of USA | 2 | ctn | 8.50 | 17.00 |
| VA Romaine Chopped 6 x 2# Reg True Leaf Product of USA | 40 | ctn | 11.00 | 440.00 |
| Spring Mix PP 3# P160 Reg True Leaf Product of USA | 15 | ctn | 4.50 | 67.50 |
| VA Lettuce Salad Mix 4 x5# Mix Reg True Leaf Product of USA | 30 | ctn | 8.70 | 261.00 |
| VA Salad Blend Lett Rom 80L20R mix 4x5# Reg True Leaf Product of USA | 20 | ctn | 10.75 | 215.00 |
| VA Salad Blend Lett Rom 80L20R mix 6x5# Reg True Leaf Product of USA | 25 | ctn | 16.15 | 403.75 |
| VA Gr Cabbage Chopped 1/2"x1/2" 3x2# Reg True Leaf Product of USA | 2 | ctn | 6.50 | 13.00 |
| VA Kale Chop 4x2.5# Reg True Leaf Product of USA | 2 | ctn | 20.90 | 41.80 |
| VA Kale Salad Blend 4x2#Color Crunch No Date True Leaf Product of Mexico/USA | 7 | ctn | 14.75 | 103.25 |
| Green Leaf Liner 24 Reg Church Brothers Product of USA #10 | 14 | ctn | 16.25 | 227.50 |
| WL Green Leaf Teen Green 2x5# Sandwich Leaf True Leaf Product of USA | 8 | ctn | 13.50 | 108.00 |
| Arugula PP 4 x 1# Wild- Panera True Leaf Product of USA | 4 | ctn | 8.60 | 34.40 |
| Baby Spinach PP 4x1# P160 Reg True Leaf Product of USA | 2 | ctn | 6.70 | 13.40 |

ALL SALES F.O.B. NO GRADE CONTRACT. GOOD DELIVERY STANDARDS APPLY, EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING. IN ADDITION, ALSO EXCLUDED FROM THIS CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE INCLUDING SPERMATOPHYTES.

The perishable
Commodities
products
Should any a
the interpre



VINU2Y00010100035972000

VOLUME DISCOUNTS.

authorized by section 5c of the Perishable Agricultural
for these commodities, all inventories of food or other
ese commodities until full payment is received.
reunder or the rights and duties of any party hereto or
to such other relief as may be granted, an award as

and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgment granted therein.

A FINANCE CHARGE calculated at the rate of 1 1/2% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

Claims must be supported by Federal Inspection. All sales F.O.B. unless otherwise stated.

This invoice represents our understanding of the transaction as consummated. Wire any contractual discrepancies upon its receipt, otherwise we will assume you consider it as correct.



Field Commodity Specification

Document: MUL-SPE-300-772401 Green Leaf Liner 24ct Reg Church Brothers USA

Brand: Church Brothers / Perkins Produce
Product: Green Leaf
Approved By: Josh Ruiz

CB: 19065 Portola Dr., Salinas, CA 93908

Page 1 of 2
Issue Date: July 28, 2020
Version #: 06

| | |
|--------------|---|
| Product Name | Green Leaf Liner 24ct Reg Church Brothers USA |
| SKU | 772401 |
| GTIN | 00885460003286 |

Defects Tolerance Specifications: *Combination of all defects not to exceed 10 %*

Major Defects *(Not to exceed 2% for all major defects combined)*

| | |
|---------------------------|---------------------|
| Decay / Soft Rot | ≤ 2% of the surface |
| Live Insects | Absence |
| Dirt | ≤ 2% of the surface |
| Mildew | ≤ 2% of the surface |
| Foreign Material | Absence |
| Black Spots / Eyes | ≤ 2% of the surface |
| Freeze / Heat Burn | ≤ 2% of the surface |
| Tip / Fringe Burn | ≤ 2% of the surface |
| Broken Ribs | ≤ 2 per head |
| Yellow Leaves | ≤ 2 per head |
| Development Discoloration | ≤ 2% of the surface |

Minor Defects *(Not to exceed 8% for all minor defects combined)*

| | |
|-------------------|------------------------|
| Mechanical Damage | ≤ 8% of the surface |
| Insect Damage | ≤ 8% of the surface |
| Cupping | ≤ ¼ closures of leaves |
| Seed Stem | ≤ 2" in length |
| Dehydration | ≤ 8% of the surface |

Size Specification

| |
|-------------|
| Leaf Length |
| 9" - 10" |

Notes:

Not more than 5% of a given size can be outside of an established specification.

Product Information

Product Description

Green Leaf should be fresh, clean, and straight, with similar diameters. Green Leaf should be free of decay, mildew, and insects, with minimal mechanical damage. Rubber bands should be evenly placed across the bag. Roots should be clean and trimmed.

Quality: USDA Processing Grade 1 or better

Storage Temperature: 34 to 38°F

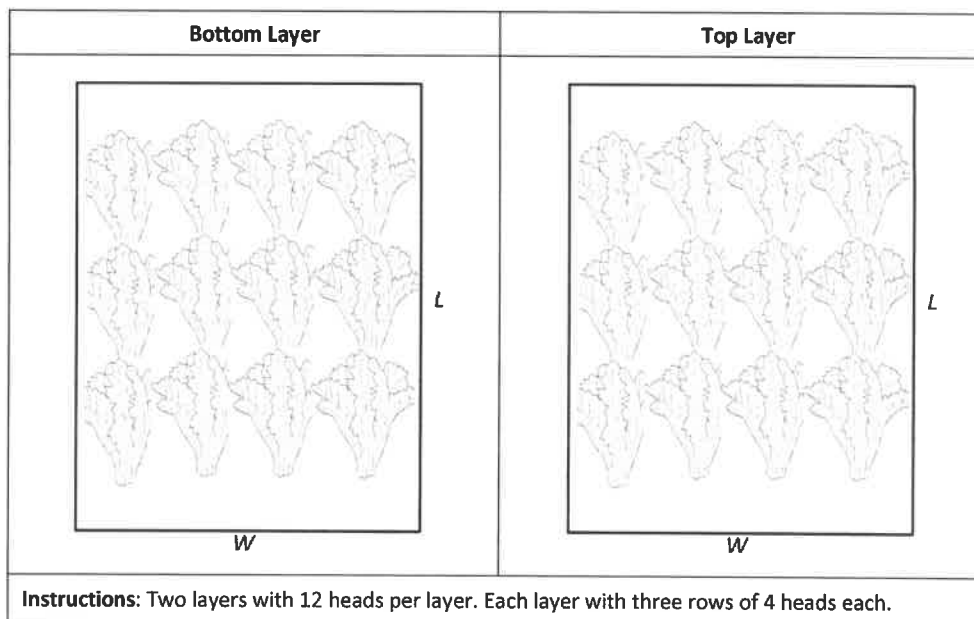
Allergens: Contains: None

May Contain: None

Shelf Life: 18 days

Pack Style

| Carton ID | Net WT | Layer/ High | Pallet CT | Dimensions | Cube |
|-----------|--------|-------------|-----------|---------------------|------|
| 1032 | 18 | 6/7 | 42 | 19.25 x 12.875 x 13 | 1.86 |



V40803

Item# 10



PRODUCE ALLIANCE
 5400 Laurel Springs Parkway
 Suite 1002
 SUWANEE, GA 30024
 Phone: 678-947-3000
 Fax: 678-947-3030

PLEASE NOTE NEW
 REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
 P.O. BOX 7762
 CAROL STREAM, IL 60197-7762

INVOICE

Number 0995586A
 Date 05/06/19
 Ship 05/06/19
 Pay Terms NET 30 DAYS

Page
 1 of 2

Sold To: GRASMICK PRODUCE CO. INC.
 P.O. BOX 45120
 BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
 215 E. 42nd STREET
 BOISE, ID 83715

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0995586A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 75564 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|------------------------------|-----------|--------|------------------|---------|--------------------------|
| LETTUCE ICEBERG LINER 24CT | CASE | USA | 10 | 12.20 | 122.00 |
| CELERY SLEEVED 30 CT | CASE | USA | 8 | 22.80 | 182.40 |
| Subbed for 36ct | | | | | |
| BROCCOLI FLORETTES 4/3# MINI | CASE | USA | 19 | 16.05 | 304.95 |
| Triggered - fixed | | | | | |
| ARCADIA HARVEST MIX 4/3# | CASE | USA | 203 | 17.05 | 3461.15 |
| fixed | | | | | |
| LETTUCE GREEN LEAF 24CT #10 | CASE | USA | 35 21 | 10.30 | 210.30 360.50 |
| fixed | | | | | |
| BROCCOLINI 3/2# | CASE | USA | 6 | 17.05 | 102.30 |
| PEAS SNAP 10# | CASE | USA | 10 | 22.75 | 227.50 |
| fixed | | | | | |
| BROCCOLINI 18 CT | CASE | USA | 20 | 20.25 | 405.00 |
| fixed | | | | | |
| LETTUCE BETTER BURGER 10# | CASE | USA | 32 | 14.40 | 460.80 |
| CABBAGE NAPPA 30# | CASE | USA | 7 | 10.80 | 75.60 |
| fixed | | | | | |
| LETTUCE GREEN LEAF 24CT | CASE | USA | 35 40 | 11.55 | 565.95 404.25 |
| fixed | | | | | |
| LETTUCE RED LEAF 24 LINER | CASE | USA | 35 | 11.55 | 404.25 |
| fixed | | | | | |
| ARCADIA HARVEST MIX 4/3# | CASE | USA | 14 | 17.15 | 240.10 |
| fixed | | | | | |
| SPINACH BABY LEAF 4# | CASE | USA | 6 | 7.15 | 42.90 |
| fixed | | | | | |
| CAULIFLOWER 12 CT | CASE | USA | 8 | 21.40 | 171.20 |

Sub Total
 Tax
 *Total CONT

The perishable a
 1930 [7 U.S.C. 4
 and any receivab
 any kind granter
 fees and costs ne
 transaction under the PACA trust.



VINU2Y00010100040803000

section 5(c) of the Perishable Agricultural Commodities Act,
 ies of food or other products derived for these commodities.
 ce may not reflect any rebates, incentives, or discounts of
 tutory rate. Buyer agrees to pay interest and any attorneys'
 all be considered sums owing in connection with this

Angela Reed

From: Brian Bengard <brian.bengard@mannpacking.com>
Sent: Tuesday, August 25, 2020 6:18 PM
To: Angela Reed
Subject: RE: Grasmick - Average Weight for 24 CT case of Green Leaf Needed

All is well and thanks Angela. This is a tricky one, but bear with me as I lay the scenario out below.

The response someone gave to Produce Alliance was correct in that the USDA doesn't have a weight standard assigned to field grown green leaf or red leaf lettuce when it's sold by the count. Our weights do fluctuate daily. I have some numbers for you to consider however.

Green Leaf 24 ct. – harvest goal is 22 lbs. Safe number to use as average weight at shipping point is 18 lbs. over 52 weeks (Salinas/Yuma). Account for lost weight due to dehydration during transportation, warehousing and through to the end user – this is where we lose track of weights.

Red Leaf 24 ct. – Safe average weight at shipping point is 15 lbs. over 52 weeks (Salinas/Yuma). Same as GL above. . . . unknown is lost weight due to dehydration from our dock to the end user.

I'm conservative with my average weights. That number is probably closer to a pound higher for each item. I recommend weighing some cartons in your cooler to gauge against my numbers and find something safe to use.

I hope this helps and please let me know if I can do anything.

Brian

Brian Bengard | National Accounts Manager – Foodservice
Phone: 831-206-4186 / 831-422-7405 | Mobile: 831-206-4186
brian.bengard@mannpacking.com
Mann Packing | 529 14th Street | Paso Robles | CA | 93446



Available Now:
CAULILINI® baby cauliflower



From: Angela Reed <angela@grasmickproduce.com>
Sent: Tuesday, August 25, 2020 1:42 PM
To: Brian Bengard <brian.bengard@mannpacking.com>
Subject: RE: Grasmick - Average Weight for 24 CT case of Green Leaf Needed

W45421

Item #10

Invoice Number: 341610018

Invoice Date: September 9, 2019

C.H. Robinson Worldwide, Inc. and
Subsidiaries

Remit To:

P.O. Box 9121

Minneapolis, MN 55480-9121

Bill-to:
C7420602ATTN: ACCOUNTS PAYABLE
GRASMICK - MASTER INBOUND
215 E 42ND ST
GARDEN CITY, ID 83714-6316

Amount Due: USD 3,958.95

Payment Due: September 14, 2019

CHR Load: 6745725
CHR SO: 8906628
Freight Payer Ref: 78524

Ship Date: 9/4/2019

Cust PO: 78524

ITEM DETAIL

| Description | Quantity UOM | Weight | Unit Price | Total |
|--|--------------|--------|------------|--------------|
| CBO - Broccoli, Florette, 6/3 lb | 4 Ctn | 18 LBS | 20.00 | USD 80.00 |
| CBO - Brussels Sprouts, Cleaned/Washed 4/5 lb | 1 Ctn | 22 LBS | 30.50 | USD 30.50 |
| CBO - Greens, Kale Chopped, 5/1 lb | 1 Ctn | 8 LBS | 12.10 | USD 12.10 |
| CBO - Lett-Leaf, Green, 24 ct | 2 Ctn | 20 LBS | 10.75 | USD 21.50 |
| CBO - Salad Mix, Coleslaw, 4/5 lb | 9 Ctn | 21 LBS | 9.50 | USD 85.50 |
| CBO - Salad Mix, Romaine Hearts, 48 ct | 8 Ctn | 42 LBS | 16.00 | USD 128.00 |
| CBO - Salad Mix, Spring Mix, 3 lb | 14 Ctn | 3 LBS | 4.55 | USD 63.70 |
| CFA - Kale, 5/1# | 24 Ctn | 8 LBS | 12.10 | USD 290.40 |
| CFA - Lett- Leaf, Green, 24ct | 56 Ctn | 20 LBS | 10.75 | USD 602.00 |
| CFA - Lett-Leaf, Green Crown, 10lb | 40 Ctn | 12 LBS | 13.00 | USD 520.00 |
| CFA - Lett-Leaf, Romaine, 24ct | 45 Ctn | 30 LBS | 12.00 | USD 540.00 |
| CHR - Chopped Romaine, 6/2 lb | 90 Ctn | 14 LBS | 11.60 | USD 1,044.00 |
| RED - Broccoli, Florette, 6/3 lb | 12 Ctn | 18 LBS | 19.20 | USD 230.40 |
| RED - Salad Mix, Chop Iceberg, 10/3 Lb | 3 Ctn | 30 LBS | 15.95 | USD 47.85 |
| RED - Salad Mix, Chop Romaine, 6/2 lb | 15 Ctn | 14 LBS | 11.20 | USD 168.00 |
| RED - Salad Mix, Coleslaw, 4/5 lb | 1 Ctn | 21 LBS | 9.00 | USD 9.00 |
| RED - Salad Mix, Spring Mix, 12/1 LB | 4 Ctn | 12 LBS | 21.50 | USD 86.00 |



UINU2Y00010100045421000

Sub-Total: USD 3,958.95

Payment Received: USD 0.00

Amount Due: USD 3,958.95

Rd, Eden Prairie, MN 55347-5042

C 384859, Tel: 800-777-5779

Please reference invoice 341610018 when remitting payment.

If you have questions regarding this invoice or your account, please call Melanie Salo at 800-487-1638 or email
at Melanie.Salo@chrobinson.com.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5C of the Perishable Agricultural Commodities act, 1930 (7 U.S.C.499e (C)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. You agree to pay interest at 1.5% per month and any attorneys fees incurred necessary to collect payment. Interest and attorneys fees necessary to collect payment are sums owing in connection with the transaction.

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction, nor a full settlement of this invoice, without prior written agreement.

The terms and conditions above, and those related to any specific service provided by us, including limitation of liability, constitute the complete agreement and contract of the parties, and may only be altered in a written agreement signed by both parties.

All transportation will be subject to the bill of lading legal terms and conditions, whereas any other incidental service (e.g. customs brokerage) will be subject to the standard local trading terms. All

Jenna Nelson

Subject: FW: Pack Size Verification

From: IB215 <IB215@chrobinson.com>

Sent: Friday, August 21, 2020 3:53 PM

To: Jenna Nelson <jenna@grasmickproduce.com>; IB215 <IB215@chrobinson.com>

Subject: RE: Pack Size Verification

18 pounds

Thank you -

Jenny Morton
Distribution Manager

C.H. Robinson

14800 Charlson Road | Suite 950 | Eden Prairie, MN 55347

Office: 1-800-777-5779 | Cell: 814-585-3115

Jenny.Morton@chrobinson.com | www.chrobinson.com



From: Jenna Nelson <jenna@grasmickproduce.com>

Sent: Friday, August 21, 2020 3:54 PM

To: IB215 <IB215@chrobinson.com>

Subject: Pack Size Verification

Good afternoon,

We have used CH Robinson pricing on items for a bid. This is not saying we are going to use your items for this customer. It was based on the price. Some of these items are sold in pack sizes of counts, while the bid had the item pack size as a weight. We are needing verification on each individual invoice, and each individual item. Here is the invoice, and items that we need something in writing from the vendor verifying what weight the cases are. And they have to reference this invoice. Could I get these done by Monday afternoon?

Invoice 341610018/Grasmick PO 78524

Green Leaf 24ct

Thank you.



Grasmick Produce

Jenna Nelson

PROCUREMENT

o: (208) 376-3981

m: (208) 985-5312



Exhibit D

Item # 11


**PRODUCE
ALLIANCE**

5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

**PLEASE NOTE NEW
REMITTANCE ADDRESS:**

**PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762**

INVOICE

Number 0985630A
Date 12/31/18
Ship 12/31/18
Pay Terms NET 30 DAYS

Page
2 of 2

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|------------------------------|---------------------------------|---------------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0985630A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 72371 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|---------------------------------|-----------|--------|----------|---------|--------|
| LETTUCE HONEY GEM 18CT | CASE | USA | 1 | 8.80 | 8.80 |
| LETTUCE ROMA CRUNCH 48CT | CASE | USA | 1 | 15.05 | 15.05 |
| LETTUCE ICEBERG WRAPPED 24 | CASE | USA | 10 | 9.65 | 96.50 |
| LETTUCE ICEBERG LINER 24CT # 11 | CASE | USA | 40 | 8.65 | 346.00 |
| LETTUCE ROMAINE 24 CT | CASE | USA | 35 | 7.65 | 267.75 |
| LETTUCE RED LEAF 24 LINER | CASE | USA | 7 | 14.65 | 102.55 |
| CAULIFLOWER 12 CT | CASE | USA | 56 | 8.65 | 484.40 |
| CABBAGE NAPPA 30# | CASE | USA | 7 | 10.65 | 74.55 |

Sub Total 10313.95
Tax .00
734 *Total 10313.95

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

Angela Reed

From: Brian Bengard <brian.bengard@mannpacking.com>
Sent: Wednesday, August 26, 2020 12:16 PM
To: Angela Reed
Subject: RE: Grasmick - Average Weight for 24 CT case of Liner Iceberg

Weight standards do apply for this item Angela. Range is 42-50 lbs. at shipping point. We will quote lower weights if we go below the standard however. It's rare, but there will be occasions this happens. Same as the leaf, account for weight loss due to dehydration following.

Glad we can help some,

Brian

Brian Bengard | National Accounts Manager – Foodservice
Phone: 831-206-4186 / 831-422-7405 | Mobile: 831-206-4186
brian.bengard@mannpacking.com
Mann Packing | 529 14th Street | Paso Robles | CA | 93446



Available Now:
CAULILINI® baby cauliflower



From: Angela Reed <angela@grasmickproduce.com>
Sent: Wednesday, August 26, 2020 10:03 AM
To: Brian Bengard <brian.bengard@mannpacking.com>
Subject: RE: Grasmick - Average Weight for 24 CT case of Liner Iceberg

Brian, I likewise need the same information for 24ct liner iceberg. My apologies. Can you please provide this morning, if possible.

-Angela

From: Brian Bengard <brian.bengard@mannpacking.com>
Sent: Tuesday, August 25, 2020 6:18 PM
To: Angela Reed <angela@grasmickproduce.com>
Subject: RE: Grasmick - Average Weight for 24 CT case of Green Leaf Needed

All is well and thanks Angela. This is a tricky one, but bear with me as I lay the scenario out below.

V42437

Item # 11

Total Produce Company, Inc.2787 W. Bullard Ave., Suite 109D
Fresno, CA 93711

Tel: (877) 930-8800

Fax: (559) 431-8820


Invoice

| Date | Invoice # |
|----------|-----------|
| 5/7/2019 | 24731 |

| |
|---|
| Bill To |
| Grasmick Produce Co., Inc. P.O. Box 45120 Boise, ID 83711 |

| |
|---|
| Ship To |
| Grasmick Produce Co., Inc. P.O. Box 45120 Boise, ID 83711 |

| Ship Date | P.O. Number | Terms | Via |
|-----------|-------------|--------|----------------|
| 5/7/2019 | 75560 | Net 10 | Hanks Trucking |

| Quantity | Item | Description | Price Each | Amount |
|---|-------------|--|--------------|------------|
| 70 | Romaine | 24ct "Green Giant" | 7.95 | 556.50 |
| 160 | Lettuce | 24ct Liner "Green Giant" # 11 | 7.95 | 1,272.00 |
| 28 | Red Leaf | 24ct "Green Giant" | 7.95 | 222.60 |
| 4 | Anise | 24ct | 24.95 | 99.80 |
| 180 | Cilantro | 60ct Iced "Church Brothers" Produce of USA | 10.95 | 1,971.00 |
| 96 | Green Onion | 4x2 Iceless "Green Giant" Produce of Mexico | 8.95 | 859.20 |
| Out @3:52 PM 5/7/2019 | | | | |
|  VINU2Y00010100042437000 | | | | |
| Thank you for your business. | | | Total | \$4,981.10 |
| Balance Due | | | | \$4,981.10 |

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from those commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.



Field Commodity Specification

Document: MUL-SPE-300-612401 Lettuce Liner 24 ct Reg Church Brothers USA

Brand: Church Brothers Farms

Product: Iceberg Lettuce

Approved By: Josh Ruiz

CB: 19065 Portola Dr., Salinas, CA 93908

Page 1 of 2

Issue Date: April 6, 2020

Version #: 03

| | |
|--------------|---|
| Product Name | Lettuce Liner 24 ct Reg Church Brothers USA |
| SKU | 612401 |
| GTIN | 00885460011847 |

Defects Tolerance Specifications: Combination of all defects not to exceed 10 %

| Major Defects (Not to exceed 2% for all major defects combined) | |
|---|--|
| Decay / Soft Rot | ≤ 2% of the surface |
| Live Insects | Absence |
| Dirt | ≤ 2% of the surface |
| Mildew | ≤ 2% of the surface |
| Foreign Material | Absence |
| Black Spots / Eyes | ≤ 2% of the surface |
| Freeze / Heat Burn | ≤ 2% of the surface |
| Russet Spotting | ≤ 2% of the surface |
| Seed Stem | ≤ 2" length |
| Development Discoloration | ≤ 2% of the surface |
| Pink Rib | ≤ 2 heads affected – midribs showing noticeable pink areas |

| Minor Defects (Not to exceed 8% for all minor defects combined) | |
|---|--|
| Mechanical Damage | ≤ 8% of the surface |
| Insect Damage | ≤ 8% of the surface |
| Cracked Ribs | ≤ 2 per head |
| Wind Burn | ≤ 1/8" leaf margin |
| Tip/ Fringe Burn | No evidence of strong presence in head |
| Puffiness | ≤ 8% of the surface |
| Dehydration | ≤ 8% of the surface |

Size Specification

| |
|-------------|
| Length |
| 6" - 6 3/4" |

Notes:

Not more than 5% of a given size can be outside of an established specification.

Product Information

Product Description

Iceberg Lettuce should have light to dark green outer leaves with light colored centers. It should have good color consistency and uniform size. Lettuce should be fresh, clean, and crisp to the touch, with a round to oval shape. Lettuce should be free of mildew, decay, and insects with minimal mechanical damage.

Quality: USDA Processing Grade 1 or better

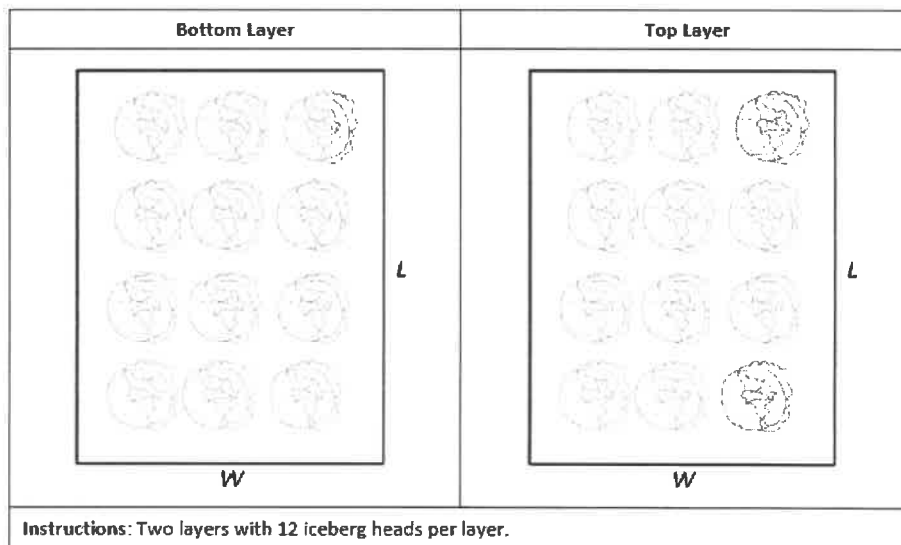
Storage Temperature: 34 to 38°F

Allergens: Contains: None

May Contain: None

Pack Style

| Carton ID | Net WT | Layer/ High | Pallet CT | Dimensions | Cube |
|-----------|--------|-------------|-----------|------------------------|------|
| 1001/1002 | 42 | 5/8 | 40 | 23.25 x 15.25 x 10.375 | 2.13 |



Item #11



Coastline
FAMILY FARMS

Sunridge Farms, Inc.
P.O. Box 4273 - Salinas, CA 93912-4273
(831) 755-1430 - Fax: (831) 755-8716

V45389

BUYER
I.D.# 12080

P.O.# 78269

INVOICE #: 57987
INVOICE DATE: 08/30/19

PAYMENT TERMS: Net 10

SHIPPING DATE: 08/30/19

SHIPPED FROM: C&M Family Co
FREIGHT TERMS: FOB

SOLD TO: Grasmick Produce Company
215 E. 42nd Street
Boise ID 83714

SHIP TO: Grasmick Produce Company
215 E. 42nd Street
Boise ID 83714

SALES ORDER # 57987

INVOICE #:
BROKER 57987

SALESMAN Robbie Coyle

CARRIER D&S # 18
LICENSE No. AA17B10

| DESCRIPTION | QUANTITY | PRICE | UNIT | AMOUNT |
|---|----------|-------|------|----------|
| ttuce Pltzd Liner 24 Coastline . P of USA #11 | 120 | 12.40 | ctn | 1,488.00 |
| maine Liner 24 Coastline . P of USA Lettuce Sal | 70 | 11.25 | ctn | 787.50 |
| n Onions Iceless Rootless 4x2 lbs Coastline . P | 60 | 7.65 | ctn | 459.00 |
| EP Pallets | 5 | | | .00 |



UINU2Y000101000453090001

TOTAL
QUANTITY: 250

\$ TOTAL
PLEASE PAY
2,734.50

A finance charge calculated at the rate of 1 1/2% per month (18% annually), or at the highest rate permitted by law, will be applied to all past due accounts. In addition, should any action be commenced between the parties to this contract concerning the sums due or the rights and duties of any party to this contract or the interpretation of this contract concerning the sums due or the rights and duties of any party to this contract or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, and award for the actual attorney's fees and costs in bringing the action and/or enforcing any judgment granted in the action.

All sales FOB. No grade contract. Good delivery standards apply excluding bruising and/or discoloration following bruising. All sales exclude any scoreable field freeze and frost damage and any and all condition defects associated with these weather conditions.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5 (c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C.



Coastline Family Farms Inc.
PO Box 4273
1582 Moffett St Suite C
Salinas, CA 93912-4273

ID: 12080

P.O.#: 78269

SOLD TO: Grasmick Produce Company
215 E. 42nd Street
Boise ID 83714

SHIP TO: Grasmick Produce Company
215 E. 42nd Street
Boise ID 83714

SHIP TO: 57987

SALESMAN: Robbie Coyle

CARRIER: D&S # 18
LICENSE No: AA17B10

INVOICE#: 57987

INVOICE DATE: 08/30/19

PAYMENT TERMS: Net 10

SHIPPING DATE: 08/30/19

SHIPPED FROM: C&M Family Coc
FREIGHT TERMS: FOB

SALES ORDER # 57987

| Description | Quantity | Price | UOM | Amount |
|---|----------|-------|-----|----------|
| Lettuce Pltzd Lnr 24 Coastline . P of USA 42#/ctn | 120 | 12.40 | ctn | 1,488.00 |
| Romaine Liner 24 Cnt. Coastline . P of USA Lettuc | 70 | 11.25 | ctn | 787.50 |
| Grn Onions Iceless Rootless 4x2 lb Net Coastline | 60 | 7.65 | ctn | 459.00 |
| CHEP Pallets | 5 | | | .00 |

TOTAL
QUANTITY:

250

\$TOTAL
PLEASE PAY: \$2,734.50

Should any action be commenced between the parties to this contract concerning sums due hereunder of rights and duties of any party hereto or interpretation of this contract, prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award as for the actual attorney's fees costs in bringing such action or enforcing (any judgment granted therein. 1.5% per months will be charged on past due accounts (18% annual percentage rate))

All sales FOB. No grade contract. Good delivery standards apply excluding bruising and/or discoloration following bruising. All sales exclude any scoreable field freeze and frost damage and any and all condition defects associated with these weather conditions.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Exhibit E

Item #13



**PRODUCE
ALLIANCE**

5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

**PLEASE NOTE NEW
REMITTANCE ADDRESS:**

**PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762**

INVOICE

Number 0985630A
Date 12/31/18
Ship 12/31/18
Pay Terms NET 30 DAYS

Page

2 of 2

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|------------------------------|---------------------------------|---------------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0985630A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 72371 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|-------------------------------------|-----------|--------|----------|---------|--------|
| LETTUCE HONEY GEM 18CT | CASE | USA | 1 | 8.80 | 8.80 |
| LETTUCE ROMA CRUNCH 48CT FRESH CONC | CASE | USA | 1 | 15.05 | 15.05 |
| LETTUCE ICEBERG WRAPPED 24 | CASE | USA | 10 | 9.65 | 96.50 |
| LETTUCE ICEBERG LINER 24CT | CASE | USA | 40 | 8.65 | 346.00 |
| LETTUCE ROMAINE 24 CT | CASE | USA | 35 | 7.65 | 267.75 |
| LETTUCE RED LEAF 24 LINER #13 | CASE | USA | 7 | 14.65 | 102.55 |
| CAULIFLOWER 12 CT | CASE | USA | 56 | 8.65 | 484.40 |
| CABBAGE NAPPA 30# | CASE | USA | 7 | 10.65 | 74.55 |
| FREIGHT A/R ONLY | FEE | | 1 | -50.22 | -50.22 |

Special Instructions:
Includes settlement

| | |
|-------------------|-----------------|
| Sub Total | 10036.03 |
| Tax | .00 |
| 717 *Total | 10036.03 |

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

Angela Reed

From: Brian Bengard <brian.bengard@mannpacking.com>
Sent: Tuesday, August 25, 2020 6:18 PM
To: Angela Reed
Subject: RE: Grasmick - Average Weight for 24 CT case of Green Leaf Needed

All is well and thanks Angela. This is a tricky one, but bear with me as I lay the scenario out below.

The response someone gave to Produce Alliance was correct in that the USDA doesn't have a weight standard assigned to field grown green leaf or red leaf lettuce when it's sold by the count. Our weights do fluctuate daily. I have some numbers for you to consider however.

Green Leaf 24 ct. – harvest goal is 22 lbs. Safe number to use as average weight at shipping point is 18 lbs. over 52 weeks (Salinas/Yuma). Account for lost weight due to dehydration during transportation, warehousing and through to the end user – this is where we lose track of weights.

Red Leaf 24 ct. – Safe average weight at shipping point is 15 lbs. over 52 weeks (Salinas/Yuma). Same as GL above. . . . unknown is lost weight due to dehydration from our dock to the end user.

I'm conservative with my average weights. That number is probably closer to a pound higher for each item. I recommend weighing some cartons in your cooler to gauge against my numbers and find something safe to use.

I hope this helps and please let me know if I can do anything.

Brian

Brian Bengard | National Accounts Manager – Foodservice
Phone: 831-206-4186 / 831-422-7405 | Mobile: 831-206-4186
brian.bengard@mannpacking.com
Mann Packing | 529 14th Street | Paso Robles | CA | 93446



Available Now:
CAULILINI® baby cauliflower



From: Angela Reed <angela@grasmickproduce.com>
Sent: Tuesday, August 25, 2020 1:42 PM
To: Brian Bengard <brian.bengard@mannpacking.com>
Subject: RE: Grasmick - Average Weight for 24 CT case of Green Leaf Needed

Item #13



**PRODUCE
ALLIANCE**
5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

**PLEASE NOTE NEW
REMITTANCE ADDRESS:**

**PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762**

INVOICE

Number 0995586A
Date 05/05/19
Ship 05/06/19
Pay Terms NET 30 DAYS

Page
1 of 2

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|------------------------------|---------------------------------|---------------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0995586A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 75564 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|--------------------------------|-----------|--------|----------|---------|---------|
| LETTUCE ICEBERG LINER 24CT | CASE | USA | 10 | 12.20 | 122.00 |
| CELERY SLEEVED 30 CT | CASE | USA | 8 | 22.80 | 182.40 |
| Subbed for 36ct | | | | | |
| ✓ BROCCOLI FLORETTES 4/3# MINI | CASE | USA | 19 | 16.05 | 304.95 |
| Triggered - fixed | | | | | |
| ✓ ARCADIA HARVEST MIX 4/3# | CASE | USA | 203 | 17.05 | 3461.15 |
| fixed | | | | | |
| LETTUCE GREEN LEAF 24CT | CASE | USA | 21 | 10.30 | 216.30 |
| fixed | | | | | |
| BROCCOLINI 3/2# | CASE | USA | 6 | 17.05 | 102.30 |
| PEAS SNAP 10# | CASE | USA | 10 | 22.75 | 227.50 |
| fixed | | | | | |
| BROCCOLINI 18 CT | CASE | USA | 20 | 20.25 | 405.00 |
| fixed | | | | | |
| LETTUCE BETTER BURGER 10# | CASE | USA | 32 | 14.40 | 460.80 |
| CABBAGE NAPPA 30# | CASE | USA | 7 | 10.80 | 75.60 |
| fixed | | | | | |
| LETTUCE GREEN LEAF 24CT | CASE | USA | 35 | 11.55 | 404.25 |
| fixed | | | | | |
| LETTUCE GREEN LEAF 24CT | CASE | USA | 14 | 6.65 | 93.10 |
| fixed | | | | | |
| LETTUCE RED LEAF 24 LINER #13 | CASE | USA | 35 | 11.55 | 404.25 |
| fixed | | | | | |
| ARCADIA HARVEST MIX 4/3# | CASE | USA | 14 | 17.15 | 240.10 |
| fixed | | | | | |
| SPINACH BABY LEAF 4# | CASE | USA | 6 | 7.15 | 42.90 |

Sub Total
Tax
***Total** **CONT**

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

V45263

Item #13

Total Produce Company, Inc.2787 W. Bullard Ave., Suite 109D
Fresno, CA 93711

Tel: (877) 930-8800

Fax: (559) 431-8820


Invoice

| Date | Invoice # |
|----------|-----------|
| 9/4/2019 | 25170 |

| |
|---|
| Bill To |
| Grasmick Produce Co., Inc. P.O. Box 45120 Boise, ID 83711 |

| |
|---|
| Ship To |
| Grasmick Produce Co., Inc. P.O. Box 45120 Boise, ID 83711 |

| Ship Date | P.O. Number | Terms | Via |
|-----------|-------------|--------|-----|
| 9/3/2019 | 78476 | Net 10 | SBT |

| Quantity | Item | Description | Price Each | Amount |
|------------------------------|---------------|---|--------------|------------|
| 96 | Green Onion b | 4/2 Iceless Produce of Mexico | 8.95 | 859.20 |
| 96 | Broccoli | Crowns "Green Giant" | 14.95 | 1,435.20 |
| 128 | Celery | 24ct "Church Brothers" | 8.95 | 1,145.60 |
| 64 | Celery | 36ct Sleeved "Green Giant" | 10.45 | 668.80 |
| 80 | Lettuce | 24ct Liner "Green Giant" | 8.95 | 716.00 |
| 12 | Red Leaf | 24ct Liner "Green Giant" #13 | 8.95 | 107.40 |
| 28 | Napa | 30# "Church Brothers" | 14.45 | 404.60 |
| 120 | Cilantro | 60ct "Church Brothers" Produce of USA | 18.95 | 2,274.00 |
| Out @ 10:00 PM 9/3/2019 | | | | |
| | |  VINU2Y00010100045263000 | | |
| Thank you for your business. | | | Total | \$7,610.80 |

Balance Due \$7,610.80

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from those commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Church Brothers Spec Sheet

Red Leaf Liner 24

| | |
|------------------------------|--|
| Product Name: | Red Leaf Liner 24 |
| Label: | Church Brothers |
| Box Dimensions: | 19.5x13x13.5 |
| Cube: | 1.98 |
| Pallet Configuration: | 7 per layer / 6 high 42 per pallet |
| Weight: | 18 lbs |
| Size: | Medium to Large Heads |
| Product Description: | Well developed heads, well trimmed, stem trimmed close to point of attachment of outer leaves, and no excess outer leaves |
| Color: | Good Red/ Green Color |
| Pack: | 3 layers, 9x6x9, top layer 6 butts up and 3 butts down |
| Quality: | Must Make US #1 at Shipping Point No permanent defects: soft, cracked ribs, burst , short cut or mechanical |
| Temperature: | 34-36 degrees Farenheit, ± 2 degrees |
| Defects: | No more than 8% total defects, less than 2% serious defects in head leaves at shipping point |

Quality Defects:

Color
Trimming
*Solidity
*Insect Damage
Broken Ribs
*Dirt
Mechanical Damage

Condition Defects:

*Freshness
Bruising
*Discoloration
*Bacterial Leaf Spot
*Mildew
*Field Freezing
*Fringe Burn

*Internal Tip Burn
*Insect Damage

* Denotes Serious Defect



BRAD LITTLE
Governor
BRYAN MOONEY
Director
STEVE BAILEY
Administrator

State of Idaho
Department of Administration
Division of Purchasing
304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
FAX (208) 327-7320
<http://purchasing.idaho.gov>

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 ensure 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
304 N 8th Street, Rm 403
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: 1T1320200308 BID Title: 2019 Fresh Produce ITB
BIDDER/OFFEROR (Company Name) Grasmick Produce Co., Inc.
ADDRESS 215 E. 42nd Street
CITY, ST, ZIP Boise, ID 83714
PHONE: 208-376-3981 FAX: 208-376-3988 FEIN: 82-0261808
E-Mail angela@grasmickproduce.com

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

Original Signature (Manually Signed in Ink or Electronic Signature)

Angela Reed-Grasmick
Printed Name

Date

4-5-20
President
Title

Invitation to Bid for Fresh Produce

COVER FORM

Cover Form must be completed, signed, and submitted with your Bid. Failure to complete and submit this form may result in your Bid being deemed non-responsive.

Instructions: Your bid must include a signed copy of this cover form.

| Requirement | Response |
|---|---|
| Bidder's corporate or other legal entity status | <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify) |
| Bidder's Tax Identification Number | EIN: 82-0261808 |
| Bidder's DUNS Number | DUNS: 033938796 |
| Is Bidder a legal entity with the legal right to contract? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Does Bidder accept, and is Bidder willing to comply with, the requirements of this ITB and attachments, including but not limited to those identified the Special Terms and Conditions? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Is Bidder in compliance with applicable equal employment regulations? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Does Bidder affirm that it has not employed any company or person other than a bone fide employee working solely for the Bidder or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Bidder or a company regularly employed by the Bidder as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract.? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Does Bidder understand and agree that for breach or violation of the above term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

| | |
|---|---|
| Does Bidder affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at https://sam.gov . | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the Bidder affirm that the Bid will be firm and binding for ninety (90) calendar days from the Bid opening date? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Does Bidder warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Bidder takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |



Recoverable Signature

X

Angela Reed-Grasmick

Angela Reed-Grasmick

President

Signed By: _____
Signed by: 027408c3-8830-418e-9b85-a61bbf91d5bf

Printed Name: Angela Reed-Grasmick

Date: 4-5-20

Invitation to Bid for Fresh Produce

REQUIRED BID SUBMISSION ITEMS CHECKLIST

Required Bid Submission Items Checklist must be completed, signed by an individual authorized to commit the Bidder to the contents of the Bid and must be submitted with your Bid. Failure to complete and submit this form may result in your Bid being deemed non-responsive.

| Proposal Checklist | |
|--|---|
| Required Bid Submission Items Checklist Item | Included as part of Bid? |
| Provide your bid prices and other required information on Attachment 3 - Bid Schedule (two tabs). Do not submit your bid prices on any other form. Submitting your bid prices on a form different than Attachment 3 - Bid Schedule may cause your Bid to be rejected as non-responsive. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> No |
| The Unit Price Schedule tab of the Bid Schedule includes requirements regarding supplier invoices that must accompany the Bid. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> No |
| 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." | <input checked="" type="checkbox"/> YES <input type="checkbox"/> No |
| A list of all subcontractors to be used, including the duties each subcontractor is anticipated to perform in .pdf format. If no subcontractor(s) will be used, please submit a written statement verifying that no subcontractor(s) will be used to fulfill the terms of the Contract. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> No |
| 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. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> No |

Bidder's Company Name: Grasmick Produce Co., Inc.

Printed Name: Angela Reed-Grasmick

Date: 4-5-20

December 23, 2019

AMENDMENT 1

TO: All concerned vendors

RE: ITB20200308, Invitation to Bid for Fresh Produce for Idaho Institutions for the State of Idaho

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

1. Attachment 1 – Bidder Questions has been added to Buyer Attachments.
2. Attachment 2 – Pre-Bid Telephone Conference Registration Form has been added to Buyer Attachments.
3. References to “Appendix E” throughout the ITB are deleted (however, the remainder of each reference to the title, which reads “Required Bid Submission Items Checklist”, remains).
4. The Administrative Information has been updated and moved from Buyer Attachments to Prerequisites.

There are no other changes.

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

Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB
Lead 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



Recoverable Signature

X Angela Reed-Grasmick

Angela Reed-Grasmick
President

Signed by: 027408c3-8830-418e-9b85-a61bbf91d5bf

4-5-20

Signature

Date

Angela Reed-Grasmick

Printed Name

Grasmick Produce Co., Inc.

Company Name

February 25, 2020

AMENDMENT 2

TO: All concerned vendors

RE: ITB20200308, Fresh Produce for Idaho Institutions for the State of Idaho

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

1. Bid schedule- please see updated bid schedule in the Questions section 1.1 in IPRO.
2. The Q&A Submission Close Date in IPRO, shown as "2/24/2020 10:30:00 AM" is void.

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. Questions and Answers can also be found on the Public Q & A Board in IPRO.

| | ITB Section | ITB Page | Question | Response |
|---|--|-------------|---|---|
| 1 | | | Would service to the Veterans Services 5 days per week apply to all Veterans Service locations or strictly Boise? | See the Prerequisites, Requirements. Per section 19.3, Idaho Division of Veterans Services Delivery Requirements, each veterans home requires delivery to be available five (5) days per week. |
| 2 | 11 Purchase and Delivery of Fresh Produce | 1 | What is the delivery frequency for each location by day? | Veterans Services: Lewiston – Delivery one (1) time per week on Saturday Pocatello – Delivery one (1) time per week on Tuesday Boise – Delivery three (2) times per week Tuesday, Friday, Saturday Post Falls will open in 2021 – Unknown delivery (most likely one (1) time per week) Idaho Department of Corrections: Delivery will be provided at a minimum of one (1) time 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 |

| | ITB Section | ITB Page | Question | Response |
|---|-----------------------------|-------------|---|---|
| | | | | <p>delivery two (2) times per week if requested by IDOC administration.</p> <p>Idaho Department of Juvenile Corrections "Deliveries to Lewiston will be one (1) time per week. Delivery can be any day of the week. Nampa and St. Anthony locations collaborate with a school Co-Op and obtain their discount that way. At this time, the Nampa and St. Anthony locations are not requiring deliveries.</p> <p>Department of Health and Welfare State Hospital North Two (2) times per week, Sunday or Monday and Thursday of each week. The vendor and DHW may discuss other arrangements after contract award.</p> <p>Department of Health and Welfare State Hospital South Two (2) times per week, Tuesdays and Fridays but the vendor and DHW may discuss other arrangements after contract award.</p> |
| 3 | Attachment 3 – Bid Schedule | 2 | <p>Bidder must also complete the Freight Charge and Fee cells for all items below with dollar amounts.</p> <p>There are no Freight Charge cells, how do we account for freight in the bid schedule?</p> | <p>We have modified the bid schedule and uploaded a new version of it.</p> |
| 4 | Attachment 3 – Bid Schedule | | <p>On the main portion of the bid there are some weights that seem higher than industry standard and there is no section for the bidder to note what their pack size would be (e.g. 50lb case of 150ct banana, 50lb case of iceberg, 20lb green and red leaf lettuce). Would you like</p> | <p>Please see instruction 1.a. on the Bid Schedule.</p> |

| | ITB Section | ITB Page | Question | Response |
|---|-----------------------------|-------------|--|---|
| | | | bidders to notate any such perceived differences on the bid submission and then account for any such changes on the FOB cost for the product on the related invoice and on the bid price itself? If you would like us to make any such notations on the bid, can you please specify the details of how that should be noted and carried forward to the bid price. | |
| 5 | Attachment 3 – Bid Schedule | | On the second portion of the bid schedule the asparagus 4-1lb has a note stating “fresh in season (spring)”. Would the same note be applicable to the asparagus, cuts & tips item? | Asparagus, cuts and tips have been deleted off of the bid schedule. |
| 6 | Attachment 3 – Bid Schedule | | In the paragraph on the top of second portion of the bid schedule, it states that “any responses of ‘No’ or leaving a cell black will be cause to find the bid to be found nonresponsive.” If we do not carry one of the products on the second portion of the bid schedule, can you please confirm that responding “No” to that item will render the bid non-responsive and thus potentially rejected (e.g. asparagus, cuts and tips). | Asparagus, cuts and tips have been deleted off of the bid schedule. |

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.

A copy of the pre-bid conference call slides is attached.

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

Sincerely,

Kimberly Guevara
Buyer

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

ACKNOWLEDGEMENT OF AMENDMENT 2



Recoverable Signature

X Angela Reed-Grasmick

Angela Reed-Grasmick

President

Signed by: 027408c3-8830-418e-9b85-a61bbf91d5bf

4-5-20

Signature

Angela Reed-Grasmick

Printed Name

Date

Grasmick Produce Co, Inc.

Company Name



Department of Administration
Division of Purchasing
for the
State of Idaho

Pre-Bid Telephone Conference

Fresh Produce for Idaho Institutions
ITB20200308

| | |
|--------------------------------|---|
| ITB Issued: | December 20, 2019 |
| Written questions due: | January 23, 2020, 5:00 p.m. Mountain time |
| Current closing date and time: | February 12, 2020, 5 p.m. Mountain time |



Overview of Procurement Process and ITB Details

DOP

- Purpose of the Pre-Bid Telephone Conference

Introduce the State's procurement team and representatives of state agencies for this project and provide a forum for questions.

- Kim Guevara, ITB Lead, Division of Purchasing
- Jason Urquhart, Division of Purchasing

- Submission Requirements (see section 5 of the Administrative Information within Prerequisites; starts on page four (4))

Bid may be submitted manually in a sealed envelope or package or electronically via IPRO.

- Manual Submission

Bid must be addressed to the ITB Lead, sealed, and identified as is required in subsection 5.2.1. Include your company name on the outside of the package. *See the ITB for additional details.* Contents must include one (1) original and an electronic copy of entire Bid (CD or USB drive)

- See Method of Bid Pricing (see section six (6) of the Administrative Information within Prerequisites) and the Required Bid Submission Items Checklist (within Prerequisites) for instructions regarding Bid Pricing.

Overview of Procurement Process and ITB Details (cont.)

- See section nine (9) of the Administrative Information within Prerequisites (starts on page six (6)) for information regarding Evaluation; we have not used this method for evaluation of fresh produce bids previously
- See all of the Prerequisites, Buyer Attachments and Questions in IPRO
 - All of the Prerequisites and Questions (currently only one (1) Question) require responses in order to bid; read all of these documents
 - The Buyer Attachments (there are currently two (2)) relate to bidder questions and the document you completed before attending today's pre-bid telephone conference
- Written Questions - see the table on page 2 of Administrative Information within Prerequisites, as well as section 4 of that same document; and, see the document within the Buyer Attachments
- See Prerequisites, Insurance Requirements
 - **Make sure that you can provide proof of the required insurance, which includes commercial general liability insurance, commercial auto and worker's compensation insurance.**



ITB Background (IDHW) and Questions (DOP and IDHW)

■ ITB Background

- In 2009, the State began work on statewide contracts for food, one of which was a contract for fresh produce
- We have had a few contracts since then, and we most recently chose to rebid our needs, resulting in the posting of ITB20200308

■ QUESTIONS?

- Answers provided today are **not official until the question is submitted in writing by the bidder and the answer is provided as part of an amendment to the ITB posted in IPRO.**
- Written questions are due per the row with the heading “Deadline to Receive Questions” in the table under the heading “ITB Administrative Information”. (See the first slide in this document.)
- Please follow up with written questions for questions asked orally even if you receive an answer today.



Closing Remarks

DOP

- Bidders are reminded that the sole point of contact for this ITB is the ITB Lead:
Kimberly Guevara
Division of Purchasing
Phone: (208) 332-1603
Kimberly.Guevara@adm.Idaho.gov
- Review the ITB thoroughly.
- We appreciate your participation.

March 10, 2020

AMENDMENT 3

TO: All concerned vendors

RE: ITB20200308, Fresh Produce for Idaho Institutions for the State of Idaho

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

1. The Q&A Submission Close Date in IPRO, shown as "Same as Close Date" is void.
2. We have extended the closing date of the ITB to March 25, 2020.

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. Questions and Answers can also be found on the Public Q & A Board in IPRO.

| | ITB Section | ITB Page | Question | Response |
|---|----------------|-------------|--|---|
| 7 | | | I see where you answered our question. We are still unsure how to document our freight, though, as our supplier invoices do not include freight. | Please see the Administrative Information, second paragraph of section 6, Method of Bid Pricing, within the Prerequisites in IPRO. That paragraph identifies in part "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 Fee Per Our Stated Unit of Measure)." Please also see the Special Terms and Conditions, section 27.3.2, within the Prerequisites in IPRO. |

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,

Kimberly Guevara Digitally signed by Kimberly Guevara
Date: 2020.03.10 14:01:01 -06'00'

Kimberly Guevara
Buyer

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

ACKNOWLEDGEMENT OF AMENDMENT 3

 Recoverable Signature

X Angela Reed-Grasmick

Angela Reed-Grasmick

President

Signed by: 027408c3-8830-418e-9b85-a61bbf91d5bf

4-5-20

Signature

Date

Angela Reed-Grasmick

Grasmick Produce Co, Inc.

Printed Name

Company Name

March 20, 2020

AMENDMENT 4

TO: All concerned vendors

RE: ITB20200308, Fresh Produce for Idaho Institutions for the State of Idaho

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

1. In an effort to limit the risk of spreading COVID-19 through contact between DOP personnel and vendors/mail carriers/couriers, DOP **will not** accept manual submissions for this solicitation. Only electronic submissions will be accepted- see Section five (5) of the Administrative Document. This requirement supersedes any information provided in the Solicitation Instructions to Vendors and Signature Page.
2. We have extended the closing date of the ITB, please see the updated changes on IPRO.
3. Where the ITB states "Appendix E – Required Bid Submission Items Checklist", those instances are changed to read "Required Bid Submission Items Checklist".

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,

Kimberly Guevara

Digitally signed by Kimberly

Guevara

Date: 2020.03.20 14:53:15 -06'00'

Kimberly Guevara
Buyer

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

ACKNOWLEDGEMENT OF AMENDMENT



Recoverable Signature

X Angela Reed-Grasmick

Angela Reed-Grasmick
President

Signed by: 027408c3-8830-418e-9b85-a61bbf91d5bf

4-5-20

Signature

Date

Angela Reed-Grasmick

Printed Name

Grasmick Produce Co, Inc.

Company Name

Item 1&2

Merrill Woodhouse

From: Paul Divis <pauld@chelanfresh.com>
Sent: Monday, March 2, 2020 9:30 AM
To: Merrill Woodhouse
Subject: Pricing for IDOC bid

Annual usage of 4300 cases of Red Delicious 125ct and 5000 cases of Fuji/Gala 125ct.

Pricing-

June/July/August

Red \$16.45 #1

Fuji/Gala \$16.45 #2

Sept

Red \$16.45 #1

Fuji/Gala \$16.45 #2

Oct-May

Red \$16.45 #1

Fuji/Gala \$16.45 #2

CHELAN
FRESH



Paul Divis
Account Manager
Domestic Sales
Chelan Fresh

509.670.5907 mobile
509.682.6096 office
509.682.5766 fax
PaulD@chelanfresh.com
Loading Appt: 855.236.5623
or logistics@chelanfresh.com



V33752 INVOICE

Item #304

Correspondence To:
DEL MONTE FRESH PRODUCE N.A., INC.
P.O. BOX 149222
CORAL GABLES, FL 33114-9222
(305) 520-8400

Remit Payments To:
DEL MONTE FRESH PRODUCE N.A., INC.
PO BOX 748088
LOS ANGELES, CA 90074-8088

Bill To:
GRASMICK PRODUCE CO.
215 E. 42ND STREET

Ship To:
GRASMICK PRODUCE CO.
215 E. 42nd STREET

BOISE ID 83714-6398

BOISE, ID 83714-6398

V35281 72333
72233

Page 1 of 1

| Invoice # | Invoice Date | Ship Date | Order # | PO #1 | PO #2 | AWB/Trailer # |
|-----------|--------------|------------|----------|-------|-------|---------------|
| 5312845 | 01/02/2019 | 01/02/2019 | 05312845 | 72233 | | |

| PRODUCT DESCRIPTION | Weight Conversion | COMP | QTY | PRICE | TOTAL |
|--|---------------------------------|------|-----|---------|------------|
| BANANA: DM 40LB NAKED Product of Ecuador | #4 13.93 ÷ 40LB = .348 | HUW | 338 | \$13.68 | \$4,598.48 |
| BANANA: DM 40LB IP's Product of Guatemala | #3 .348 | HUW | 192 | \$13.93 | \$2,674.56 |
| TEMP: RECORDER Product of | x 50 lb 1740 Per 50lb | HUW | 1 | \$23.50 | \$23.50 |
| PALLETS: CHEP SERVICE Product of | | HUW | 11 | \$0.00 | \$0.00 |

Invoice Total Please Remit in US Dollars

\$7,294.54

Sales Person: AM5
Customer # / Code: 500122 / GRASMI
Trade Terms: F.O.B. SHIPPING POINT
Order Type: DIRECT STORE DELIVERY

cr 576.00

6718.54

TERMS: NET 10 DAYS FROM INVOICE DATE

All purchases made subject to Del Monte Fresh Produce N.A., Inc. Terms and Conditions of Sale. You may obtain a copy of the Terms and Conditions of Sale by writing to: Del Monte Fresh Produce N.A., Inc., P.O. BOX 149222, Coral Gables, FL 33114-9222 Attn: Credit Department, or by calling (305) 520-8400.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §499c(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities until payment is received.

Past due invoices shall accrue plus the cost of all legal expenses owing in connection with:



UINU2Y80010100037352000

you agree to pay our reasonable attorney's fees. Additionally, all interest and attorney's fees are

Any credit or credit balance in connection with this transaction. The right to the discount shall have no cash value, shall not be transferable and will void in sixty (60) days of the accrual of the credit or credit balance. The discount shall have no cash value, shall not be transferable and will void in sixty (60) days.

ORIGINAL INVOICE

DEL MONTE FRESH PRODUCE N.A., INC. REMITTANCE ADVICE

Bill To: 500122
Bill To Name: GRASMICK PRODUCE CO.
P.O. #: 72233

Invoice #: 5312845
Invoice Date: 01/02/2019
Invoice Amount: \$7,294.54
Remittance Amount:



V41260

INVOICE

Item #34

Correspondence To:

DEL MONTE FRESH PRODUCE N.A., INC.
P.O. BOX 149222
CORAL GABLES, FL 33114-9222
(305) 520-8400

Remit Payments To:

DEL MONTE FRESH PRODUCE N.A., INC.
PO BOX 748088

LOS ANGELES, CA 90074-8088

Bill To:

GRASMICK PRODUCE CO.
215 E. 42ND STREET

BOISE ID 83714-6398

Ship To:

GRASMICK PRODUCE CO.
215 E. 42nd STREET

BOISE, ID 83714-6398

Page 1 of 1

| Invoice # | Invoice Date | Ship Date | Order # | PO #1 | PO #2 | AWB/Trailer # |
|-----------|--------------|------------|----------|-------|-------|---------------|
| 5497001 | 05/08/2019 | 05/08/2019 | 05497001 | 75506 | | |

PRODUCT DESCRIPTION

| PRODUCT DESCRIPTION | Weight Conversion | COMP | QTY | PRICE | TOTAL |
|---|---------------------|------|---------|-----------|------------|
| TEMP: RECORDER Product of | 12.68 | HUW | 1 | \$23.50 | \$23.50 |
| BANANA: DM 40LB NAKED Product of Ecuador | #4 ÷ 40Lb 317 | HUW | 384 240 | \$12.68 | \$4,869.12 |
| BANANA: DM 40LB IP's Product of Guatemala | #3 x 50Lb | HUW | 288 | \$12.68 ✓ | \$3,651.84 |
| BANANA: 3LB DM CONSUMER B Product of Ecuador | \$15.05 per 50Lb | HUW | 45 | \$13.68 ✓ | \$615.60 |
| PALLETS: CHEP SERVICE Product of | | HUW | 15 | \$0.00 | \$0.00 |

Invoice Total Please Remit in US Dollars

\$8,160.06

Sales Person: AM5

Customer # / Code: 500122 / GRASMI

Trade Terms: F.O.B. SHIPPING POINT

Order Type: DIRECT STORE DELIVERY

TERMS: NET 10 DAYS FROM INVOICE DATE

All purchases made subject to Del Monte Fresh Produce N.A., Inc. Terms and Conditions of Sale. You may obtain a copy of the Terms and Conditions of Sale by writing to Del Monte Fresh Produce N.A. Inc., P.O. BOX 149222, Coral Gables, FL 33114-9222 Attn: Credit Department, or by calling (305) 520-8400.



VINU2Y88010100041266888

The perishable
Commodities Act
products derived f

not authorized by Section 5(c) of the Perishable Agricultural
over these commodities, all inventories of food or other
s until full payment is received.

Past due invoice

plus the cost of all legal action as an additional charge under the terms
sums owing in connection with the transaction.

in attorney, you agree to pay our reasonable attorney's fees
this invoice. Additionally, all interest and attorney's fees are

Any credit or credit balance given to a customer shall be a conditional right and will only be provided to a customer as a discount in exchange on a future transaction. The right to the discount shall be in exchange for the customer consummating a future transaction with Del Monte Fresh Produce within sixty (60) days of the accrual of the credit or credit balance. The discount shall have no cash value, shall not be transferable and will void in sixty (60) days.

ORIGINAL INVOICE

DEL MONTE FRESH PRODUCE N.A., INC. REMITTANCE ADVICE

Bill To: 500122

Bill To Name: GRASMICK PRODUCE CO.

P.O. #: 75506

Invoice #: 5497001

Invoice Date: 05/08/2019

Invoice Amount: \$8,160.06

Remittance Amount:



V45468

INVOICE

Item # 3:4

Correspondence To:

DEL MONTE FRESH PRODUCE N.A., INC.
P.O. BOX 149222
CORAL GABLES, FL 33114-8222
(305) 520-8400

Remit Payments To:

DEL MONTE FRESH PRODUCE NA., INC.
PO BOX 748088
LOS ANGELES, CA 90074-8088

Bill To:

GRASMICK PRODUCE CO.
215 E. 42ND STREET

BOISE ID 83714-6398

Ship To:

GRASMICK PRODUCE CO.
215 E. 42nd STREET

BOISE, ID 83714-6398

Page 1 of 1

| Invoice # | Invoice Date | Ship Date | Order # | PO #1 | PO #2 | AWB/Trailer # |
|-----------|--------------|------------|----------|-------|-------|---------------|
| 5679397 | 09/05/2019 | 09/05/2019 | 05679397 | 78402 | 1 | |

PRODUCT DESCRIPTION

| PRODUCT DESCRIPTION | Weight Conversion | COMP | QTY | PRICE | TOTAL |
|---|---|------|-----|---------|------------|
| TEMP: RECORDER Product of | 12.68 | HUW | 1 | \$23.50 | \$23.50 |
| BANANA: DM 40LB NAKED #4 Product of Guatemala | $\div 40 \text{ lb}$ 3.17 | HUW | 192 | \$12.68 | \$2,434.56 |
| BANANA: DM 40LB IP's #3 Product of Guatemala | $\times 50 \text{ lb}$ 15.85 per 50 lb | HUW | 240 | \$12.68 | \$3,043.20 |
| BANANA: 3LB DM CONSUMER B Product of Guatemala | | HUW | 90 | \$13.68 | \$1,231.20 |
| PALLETS: CHEP SERVICE Product of | | HUW | 11 | \$0.00 | \$0.00 |

Invoice Total Please Remit in US Dollars

\$6,732.46

Sales Person: AM5

Customer # / Code: 500122 / GRASMI

Trade Terms: F.O.B. SHIPPING POINT

Order Type: DIRECT STORE DELIVERY

TERMS: NET 19 DAYS FROM INVOICE DATE

All purchases made subject to Del Monte Fresh Produce N.A., Inc. Terms and Conditions of Sale. You may obtain a copy of the Terms and Conditions of Sale by writing to: Del Monte Fresh Produce N.A., Inc., P.O. BOX 148222, Coral Gables, FL 33114-8222 Attn: Credit Department, or by calling (305) 520-8400.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §499a(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from them until full payment is received.

Past due invoice
plus the cost of
sums owing in co



UINU2Y00010100045460000

an attorney, you agree to pay our reasonable attorney's fees
this invoice. Additionally, all interest and attorney's fees are

Any credit or cre
transaction. The right to the discount shall be in exchange for the customer's agreement to pay the invoice within sixty (60)
days of the accrual of the credit or credit balance. The discount shall have no cash value, shall not be transferable and will void in sixty (60) days.

ORIGINAL INVOICE

DEL MONTE FRESH PRODUCE N.A., INC. REMITTANCE ADVICE

Bill To: 500122

Bill To Name: GRASMICK PRODUCE CO.

P.O. #: 78402

Invoice #: 5679397

Invoice Date: 09/05/2019

Invoice Amount: \$6,732.46

Remittance Amount:

V35782

Item # 5



5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE

Number 0985627A
Date 12/31/18
Ship 12/31/18
Pay Terms NET 30 DAYS

Page
1 of 1

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0985627A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 72397 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|---|-----------|--------|----------|---------|---------|
| CHOPPED ICEBERG 4/5# | CASE | USA | 5 | 8.95 | 44.75 |
| CABBAGE DICED COLE SLAW 4/5# | CASE | USA | 2 | 8.95 | 17.90 |
| BROCCOLI FLORETTES 6/3# | CASE | USA | 144 | 18.55 | 2671.20 |
| SALAD MIX 4 WAY 4/5# | CASE | USA | 20 | 11.20 | 224.00 |
| SALAD MIX 3 WAY 4/5# | CASE | USA | 30 | 9.15 | 274.50 |
| CILANTRO 4/1# | CASE | USA | 10 | 8.95 | 89.50 |
| LETTUCE ROMAINE FILLETS 10# | CASE | USA | 1 | 13.75 | 13.75 |
| SALAD MIX SEP 80-20 4/5# | CASE | USA | 2 | 11.20 | 22.40 |
| BROCCOLI FLORETTES MINI 4/3# #5 | CASE | USA | 18 | 13.60 | 244.80 |
| ND YELLOW DICED ONION 4/5# DARDEN | CASE | USA | 12 | 15.14 | 181.68 |
| ONION RED SLICED 4/5# DARDEN | CASE | USA | 4 | 22.45 | 89.80 |
| ONION RED SLIVERED 4/5 DARDEN | CASE | USA | 16 | 19.70 | 315.20 |
| KALE ICELESS 4/2.5 | CASE | USA | 12 | 11.40 | 136.80 |
| SPINACH CELLO 12/10 | CASE | USA | 1 | 10.25 | 10.25 |
| KALE BABY 2/1.5 | CASE | USA | 1 | 8.95 | 8.95 |
| KALE FLOWERING ICELESS 2/2.5 | CASE | USA | 3 | 11.40 | 34.20 |
| SPINACH BABY 2/2# | CASE | USA | 6 | 6.90 | 41.40 |
| CELERY STICK 4/5# FRESH CONC | CASE | USA | 2 | 23.65 | 47.30 |
| BROCCOLI FLORETTES LOOSE 18# | CASE | USA | 8 | 21.55 | 172.40 |
| CABBAGE GREEN SHRED 4/5# | CASE | USA | 1 | 8.95 | 8.95 |
| ONION DICED YELLOW 1/4" 4/5# CAFE ZUPAS | CASE | USA | 14 | 14.80 | 207.20 |
| CONSOLIDATION | FEE | USA | 76 | .50 | 38.00 |
| RECORDER | FEE | USA | 1 | 23.50 | 23.50 |



VINU2Y000101000357828001

Sub Total 4918.43
Tax .00
389 *Total 4918.43

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust established by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

V40807

Item #5



5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE

Number 0995589A
Date 05/07/19
Ship 05/07/19
Pay Terms NET 30 DAYS

Page 1 of 1

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0995589A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 75592 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|------------------------------|------------|--------|----------|---------|---------|
| ONION GREEN 4/2# | CASE | USA | 96 | 10.35 | 993.60 |
| CAULIFLOWER FLORET 4/3# | CASE | USA | 19 | 30.90 | 587.10 |
| triggered | | | | | |
| CABBAGE RED SHRED 4/5# | CASE | USA | 10 | 15.25 | 152.50 |
| CHOPPED ICEBERG 4/5# | CASE | USA | 10 | 9.35 | 93.50 |
| CABBAGE DICED COLE SLAW 4/5# | CASE | USA | 1 | 9.20 | 9.20 |
| CABBAGE COLE SLAW 4/5# | CASE | USA | 40 | 9.20 | 368.00 |
| SPRING MIX 5/3# | CASE | USA | 14 | 20.55 | 287.70 |
| BROCCOLI FLORETTES 6/3# | CASE | USA | 56 | 23.20 | 1299.20 |
| triggered | | | | | |
| SALAD MIX 4 WAY 4/5# | CASE | USA | 30 | 11.60 | 348.00 |
| SALAD MIX 3 WAY 4/5# | CASE | USA | 20 | 9.55 | 191.00 |
| LETTUCE ROMAINE FILLETS 10# | CASE | USA | 6 | 13.80 | 82.80 |
| SALAD MIX SEP 80-20 4/5# | CASE | USA | 1 | 11.60 | 11.60 |
| BROCCOLI FLORETTES MINI 4/3# | CASE | USA | 5 | 16.55 | 82.75 |
| triggered | | | | | |
| ND YELLOW DICED ONION 4/5# | DARDEN | USA | 15 | 15.14 | 227.10 |
| ONION RED SLIVERED 4/5 | DARDEN | USA | 30 | 19.70 | 591.00 |
| KALE ICELESS 4/2.5 | CASE | USA | 28 | 11.45 | 320.60 |
| SPINACH CELLO 12/10 | CASE | USA | 1 | 10.30 | 10.30 |
| KALE BABY 2/1.5 | CASE | USA | 1 | 9.00 | 9.00 |
| KALE FLOWERING ICELESS 2/2.5 | CASE | USA | 6 | 11.45 | 68.70 |
| CABBAGE GREEN SHRED 4/5# | CASE | USA | 10 | 9.20 | 92.00 |
| SQUASH ZUCCHINI SPIRAL 2/3 | CASE | USA | 4 | 13.25 | 53.00 |
| ONION DICED YELLOW 1/4" 4/5# | CAFE ZUPAS | USA | 13 | 15.80 | 205.40 |

#5

Sub Total 6084.05
Tax .00
416 *Total 6084.05



VINW2Y00010100040007000

authorized by section 5(c) of the Perishable Agricultural Commodities Act,
s, all inventories of food or other products derived for these commodities.
*This invoice may not reflect any rebates, incentives, or discounts of
fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this
transaction under the PACA trust.



5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

Item #5

INVOICE

Number 1004699A
Date 09/02/19
Ship 09/02/19
Pay Terms NET 30 DAYS

Page
1 of 2

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 1004699A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 78474 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|--|-----------|--------|----------|---------|--------|
| ARCADIA HARVEST RUBY MIX 6/2# CAFE ZUPAS | CASE | USA | 30 | 17.65 | 529.50 |
| LETTUCE ICEBERG LINER 24CT | CASE | USA | 5 | 12.25 | 61.25 |
| CELERY SLEEVED 30 CT | CASE | USA | 8 | 11.65 | 93.20 |
| BUTTERNUT SQUASH 3/4"cut 6/20 | CASE | USA | 4 | 14.60 | 58.40 |
| BROCCOLI FLORETTES 4/3# MINI #5 | CASE | USA | 30 | 14.05 | 421.50 |
| fixed | | | | | |
| ARCADIA HARVEST MIX 4/3# | CASE | USA | 7 | 17.05 | 119.35 |
| fixed | | | | | |
| LETTUCE GREEN LEAF 24CT | CASE | USA | 21 | 10.30 | 216.30 |
| fixed | | | | | |
| BROCCOLINI 3/2# DARDEN | CASE | USA | 6 | 17.05 | 102.30 |
| PEAS SNAP 10# NOODLES | CASE | USA | 10 | 22.05 | 220.50 |
| fixed | | | | | |
| BROCCOLINI 18 CT | CASE | USA | 48 | 20.25 | 972.00 |
| fixed | | | | | |
| LETTUCE BETTER BURGER 10# | CASE | USA | 40 | 14.40 | 576.00 |
| CABBAGE NAPPA 30# | CASE | USA | 7 | 10.80 | 75.60 |
| fixed | | | | | |
| LETTUCE GREEN LEAF 24CT CAFE ZUPAS | CASE | USA | 21 | 11.55 | 242.55 |
| fixed | | | | | |
| LETTUCE RED LEAF 24 LINER CAFE ZUPAS | CASE | USA | 28 | 11.55 | 323.40 |
| fixed | | | | | |
| CAULIFLOWER 12 CT CAFE ZUPAS | CASE | USA | 4 | 13.85 | 55.40 |
| fixed | | | | | |
| LETTUCE ROMAINE 24 CT NOODLES | CASE | USA | 5 | 11.25 | 56.25 |
| fixed | | | | | |

Sub Total
Tax
*Total CONT

The perishable agricultural commodities

1930 U.S.C.
and any rece
any kind gra
fees and costs
transaction un



UINU2Y00010100045336000

by section 5(c) of the Perishable Agricultural Commodities Act.
stories of food or other products derived for these commodities.
voice may not reflect any rebates, incentives, or discounts of
statutory rate. Buyer agrees to pay interest and any attorneys'
use seller shall be considered sums owing in connection with this

V36032

Item # 116

Invoice

Number: 481752

Page: 1 of 1

Cal Fresco, LLC
6850 ARTESIA BLVD
BUENA PARK, CA 90620
Phone: 714-690-7700
Fax: 714-690-7718

Shipped Date: 1/7/2019
PO Number: 72517
Loc#: 2
Due Date: 1/7/2019



CAL FRESCO

| | | | | |
|---------|---|------------|---|--------|
| BILL TO | Grasmick Produce Co., Inc. 215 E. 42ND STREET BOISE, ID 83714 | SHIPPED TO | Grasmick Produce Co., Inc. 215 E. 42ND STREET BOISE, ID 83714 PO/Ref. #: 72517 | 481752 |
|---------|---|------------|---|--------|

Customer #: 1269

Sales Type: FOB

Sales Terms: Net 10

Products:

Total Product Qty 279

| Description | Qty | Price | Extended |
|---|-----|-------|----------|
| Blue Lake Beans 30# Mexico | 28 | 23.25 | 651.00 |
| Broccoli Crowns Iceless "XTEND" | 72 | 14.96 | 1,077.12 |
| Green Cabbage USA #6 | 10 | 12.55 | 125.50 |
| Celery 24 CT USA | 24 | 14.56 | 349.44 |
| Red Bells Choice 25# Mexico | 28 | 20.95 | 586.60 |
| Italian Squash Medium Mexico | 20 | 7.95 | 159.00 |
| Collard Greens 24ct USA | 3 | 38.00 | 114.00 |
| Kale De-Stemmed 3" x 3" cut 6 x 2 Lbs USA Cases | 2 | 23.00 | 46.00 |
| Shredded Green Cabbage 8x4# USA | 80 | 14.53 | 1,162.40 |
| Iceless Green Onion 4x2 Loose Mexico | 12 | 10.20 | 122.40 |

Grasmick Produce Co., Inc.
Ref # 72517

Product Lines: \$4,393.46
Charges: \$0.00
Total: \$4,393.46

Recorder #:

CDFA 30-008801; A FINA
permitted by law, will be at
ten days. Buyer agrees to
transaction in the event a
commodities listed on this
Commodities Act, 1930 (7
food or other products do
payment is received.



UINJ2Y88010100036032000

AT THE RATE OF 1 1/2% PER MONTH (18% Annually), or at the highest rate
sales are due and payable within
owing in connection with this
The perishable agricultural
ishable Agricultural
a commodities, all inventories of
these commodities until full

V 40816

Item # 6



REMIT TO:
BOSKOVICH FARMS, INC.
FILE NO. 54707
LOS ANGELES, CA 90074-4707
(805) 487-2299

**INVOICE**

427017

5/6/2019

Page 1 of 1

GRASMICK PRODUCE CO.
215 E. 42ND STREET
BOISE ID 83711-5120
USA

Ship To:
GRASMICK PRODUCE CO.
215 E. 42ND STREET
BOISE ID 83711-5120
USA

Sale Terms: F.O.B.**Order: 5/1/2019****Cust PO: 75512****Salesperson: RUSS****Via: Truck****Currency: USD****Carrier: R.I. TRANSPORT #3817****Pay Terms: NET 10 DAY****Broker:**

| Description | Quantity | UOM | Price | Amount |
|--|------------|-----|-------|-----------------|
| 35030MX 25 LB POLY BEETS Produce of MEXICO | 10 | bag | 8.95 | 89.50 |
| 12000 GREEN CABBAGE Produce of USA #6 | 140 | ctn | 10.95 | 1,533.00 |
| 11100 CELERY 24'S Produce of USA | 96 | ctn | 56.95 | 5,467.20 |
| 15200OS 30 LB NAPA Produce of USA | 21 | ctn | 18.95 | 397.95 |
| REGULAR PALLETES | 10 | | | .00 |
| INVOICE TOTAL: | 267 | | | 7,487.65 |

PAY THIS AMOUNT: \$7,487.65

VINJ2Y00010100048016000

THIS INVOICE REPRESENTS OUR UNDERSTANDING OF THE TRANSACTION AS CONSUMMATED. WIRE ANY DISCREPANCIES UPON RECEIPT OTHER WE WILL ASSUME YOU CONSIDER IT CORRECT.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

All claims must be reported to seller within 24 hours of receipt and supported by a USDA inspection. Interest may accrue on any past-due balances at a rate of 1 and 1/2% per month (18% per annum). Buyer agrees to pay all costs of collection, including attorney's fees, and any other damages allowed by law.

V45259

Item #6



REMIT TO:
BOSKOVICH FARMS, INC.
 FILE NO. 54707
 LOS ANGELES, CA 90074-4707
 (805) 487-2299

**INVOICE**

445030

9/2/2019

Page 1 of 1

GRASMICK PRODUCE CO.
 215 E. 42ND STREET
 BOISE ID 83711-5120
 USA

Ship To:
GRASMICK PRODUCE CO.
 215 E. 42ND STREET
 BOISE ID 83711-5120
 USA

Sale Terms: F.O.B.
Order: 8/29/2019
Cust PO: 78426

Salesperson: RUSS
Via: Truck
Currency: USD

Carrier: TRI TRANS
Pay Terms: NET 10 DAY
Broker:

| Description | Quantity | UOM | Price | Amount |
|--|----------|-----|-------|----------|
| 6925 5 DZ CILANTRO-UPC/PLU Produce of USA | 48 | ctn | 18.95 | 909.60 |
| 35030MX 25 LB POLY BEETS Produce of MEXICO | 20 | bag | 8.95 | 179.00 |
| 12100 RED CABBAGE Produce of USA | 25 | ctn | 8.95 | 223.75 |
| 12000 GREEN CABBAGE Produce of USA #6 | 105 | ctn | 6.95 | 729.75 |
| REGULAR PALLET | 5 | | | .00 |
| INVOICE TOTAL: | 198 | | | 2,042.10 |

PAY THIS AMOUNT: \$2,042.10



VINUZY88010100045259000

THIS INVOICE REPRESENTS OUR UNDERSTANDING OF THE TRANSACTION AS CONSUMMATED. WIRE ANY DISCREPANCIES UPON RECEIPT OTHER WE WILL ASSUME YOU CONSIDER IT CORRECT.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499a(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

All claims must be reported to seller within 24 hours of receipt and supported by a USDA inspection. Interest may accrue on any past-due balances at a rate of 1 and 1/2% per month (18% per annum). Buyer agrees to pay all costs of collection, including attorney's fees, and any other damages allowed by law.



5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE
Number 0986427A
Date 01/08/19
Ship 01/08/19
Pay Terms NET 30 DAYS

Page
1 of 1

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
1395 ENTERPRISE STREET
IDAHO FALLS, ID 83402

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0986427A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 72585 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|-----------------------------------|-----------|--------|----------|---------|---------|
| LETTUCE ROMAINE SHREDDED 6/2# | CASE | USA | 20 | 11.90 | 238.00 |
| CABBAGE COLE SLAW 4/5# #7 | CASE | USA | 10 | 9.20 | 92.00 |
| LETTUCE ROMAINE CHOPPED 6/2# | CASE | USA | 20 | 11.25 | 225.00 |
| BROCCOLI FLORETTES 6/3# | CASE | USA | 72 | 20.20 | 1454.40 |
| SALAD MIX 4 WAY 4/5# | CASE | USA | 20 | 11.60 | 232.00 |
| SALAD MIX 3 WAY 4/5# | CASE | USA | 50 | 9.55 | 477.50 |
| CELERY STICK 4/5# | CASE | USA | 12 | 21.85 | 262.20 |
| LETTUCE ROMAINE FILLETS 10# | CASE | USA | 16 | 13.80 | 220.80 |
| BROCCOLI FLORETTES MINI 4/3# | CASE | USA | 4 | 14.55 | 58.20 |
| ND YELLOW DICED ONION 4/5# DARDEN | CASE | USA | 5 | 15.14 | 75.70 |
| KALE BABY 2/1.5 | CASE | USA | 2 | 9.00 | 18.00 |
| ONION RED SLIVERED 4/5 DARDEN | CASE | USA | 10 | 19.70 | 197.00 |

Sub Total 3550.80
Tax .00
241 *Total 3550.80

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

Church Brothers, LLC
P.O. Box 509
Salinas CA 93902-0509
USA
(831) 796-1000

V40615

Item #7



INVOICE

Invoice #: 1195064
Invoice: May 3, 2019
Ship: May 3, 2019
Pay Terms: Net 21

Sold To: Grasmick Produce Company
215 E 42nd Street
Boise ID 83714
USA

Ship To: Grasmick Produce Company
215 E 42nd Street
Boise ID 83714
USA

Page 1 of 2

| | | |
|--------------------|------------------------|-------------------|
| Sale Terms: FOB | Salesperson: Lisa Dias | Carrier: SBT #113 |
| Order: May 2, 2019 | Via: | Trailer IIC: St: |
| Cust PO: 75496 | Currency: USD | Broker: |

| Description | Quantity | UOM | Price | Amount |
|---|----------|-----|-------|----------|
| WL Green Leaf Green Leaf 10# No Date True Leaf Product of Mexico | 26 | ctn | 12.35 | 321.10 |
| Lettuce Iceberg Liner 30 Reg Church Brothers Product of USA | 25 | ctn | 12.00 | 300.00 |
| WL Romaine Romaine 10# No Date TrueLeaf Singles Product of USA | 10 | ctn | 12.35 | 123.50 |
| VA Broccoli Florets 6 x 3# Reg True Leaf Product of USA | 66 | ctn | 19.00 | 1,254.00 |
| WL Green Leaf Green Leaf 10# No Date TrueLeaf Singles Product of USA | 6 | ctn | 12.35 | 74.10 |
| VA Red Cabbage Shred 4 x 5# Reg True Leaf Product of USA | 10 | ctn | 10.85 | 108.50 |
| VA Gr Cabbage Cole Slaw 4x5# w/sep bags Reg True Leaf Product of USA #7 | 50 | ctn | 8.75 | 437.50 |
| VA Specialty Cilantro 4 x 1# PP Reg True Leaf Product of USA | 8 | ctn | 8.50 | 68.00 |
| VA Lett Iceberg Chop 4 x 5# Reg True Leaf Product of USA | 30 | ctn | 8.60 | 258.00 |
| VA Lett Iceberg Salad Mix 4 x 5# Mix Reg True Leaf Product of USA | 50 | ctn | 8.70 | 435.00 |
| VA Salad Blend Lett Rom 80L20R mix 4x5# Reg True Leaf Product of USA | 30 | ctn | 10.75 | 322.50 |
| Baby Spinach PP 12x10oz Printed Film True Leaf Product of USA | 1 | ctn | 12.50 | 12.50 |
| VA Cauli Florets 4 x 3# Reg True Leaf Product of USA | 8 | ctn | 23.50 | 188.00 |
| VA Salad Blend Lett Rom 80L20R mix 6x5# Reg True Leaf Product of USA | 100 | ctn | 16.70 | 1,670.00 |
| VA Gr Cabbage Chopped 1/2"x1/2" 3x2# Reg True Leaf Product of USA | 1 | ctn | 6.70 | 6.70 |
| VA Kale Chop 4x2.5# Reg True Leaf Product of USA | 3 | ctn | 21.60 | 64.80 |
| Arugula PP 4 x 1# Wild- Panera True Leaf Product of USA | 20 | ctn | 8.60 | 172.00 |
| Baby Spinach PP 4x1# P160 Reg True Leaf Product of USA | 12 | ctn | 6.70 | 80.40 |

ALL SALES F.O.B. NO GRADE CONTRACT. GOOD DELIVERY STANDARDS APPLY, EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING. IN ADDITION, ALSO EXCLUDED FROM THIS CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE INCLUDING EPIDERMAL PEEL.

PRICES MAY INCLUDE PROMOTIONAL ALLOWANCES OR VOLUME DISCOUNTS.

The perishable agricultural commodities listed on this invoice are sold pursuant to the Commodities Act, 1930 (7 U.S.C. 2001-2009).

products derived from them.

Should any action be commenced by or against the interpretation of this contract,

and for the

A FINANCE CHARGE



VINU2Y88818188848615888

Section 5c of the Perishable Agricultural Commodities Act, 1930, shall apply to all inventories of food or other commodities until full payment is received.

The rights and duties of any party hereto or hereunder shall be determined by the judgment granted therein.

A FINANCE CHARGE (10% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

Claims must be supported by Federal Inspection. All sales F.O.B. unless otherwise stated.

This invoice represents our understanding of the transaction as consummated. Wire any contractual discrepancies upon its receipt, otherwise we will assume you consider it as correct.



5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

Item # 7

INVOICE

Number 1005364A
Date 09/02/19
Ship 09/02/19
Pay Terms NET 30 DAYS

Page
1 of 1

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 1005364A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 78481 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|------------------------------|-----------|--------|----------|---------|--------|
| ONION GREEN 4/2# | CASE | USA | 96 | 10.35 | 993.60 |
| CELERY DICED 3/8" 6/8# | CASE | USA | 1 | 5.80 | 5.80 |
| CAULIFLOWER FLORET 4/3# | CASE | USA | 8 | 18.90 | 151.20 |
| CABBAGE RED SHRED 4/5# | CASE | USA | 10 | 13.25 | 132.50 |
| CHOPPED ICEBERG 4/5# | CASE | USA | 20 | 9.35 | 187.00 |
| CABBAGE DICED COLE SLAW 4/5# | CASE | USA | 1 | 9.20 | 9.20 |
| CABBAGE COLE SLAW 4/5# | CASE | USA | 20 | 9.20 | 184.00 |
| SPRING MIX 5/3# | CASE | USA | 42 | 20.55 | 863.10 |
| SALAD MIX 3 WAY 4/5# | CASE | USA | 20 | 9.55 | 191.00 |
| SALAD MIX SEP 80-20 4/5# | CASE | USA | 1 | 11.60 | 11.60 |
| KALE ICELESS 4/2.5 | CASE | USA | 17 | 11.45 | 194.65 |
| KALE FLOWERING ICELESS 2/2.5 | CASE | USA | 8 | 11.45 | 91.60 |
| CABBAGE GREEN SHRED 4/5# | CASE | USA | 10 | 9.20 | 92.00 |
| ONION DICED YELLOW 1/4" 4/5# | CASE | USA | 12 | 15.80 | 189.60 |



UINUZY00010100045248000

| | |
|------------|---------|
| Sub Total | 3296.85 |
| Tax | .00 |
| 266 *Total | 3296.85 |

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

Item # 8

Jenna Nelson

From: Eric Bianchi <eric@kernridge.com>
Sent: Thursday, February 27, 2020 9:09 AM
To: Jenna Nelson
Subject: RE: 50# jumbo carrots

That is correct! One year contract.

From: Jenna Nelson <jenna@grasmickproduce.com>
Sent: 2/27/2020 8:06 AM
To: Eric Bianchi <eric@kernridge.com>
Subject: RE: 50# jumbo carrots

I believe so. So if market hits \$18.30, the price goes up dollar for dollar, and the lid would be 16.30? And it would be a year long contract with renegotiations for the next year?



Grasmick Produce
Jenna Nelson
PROCUREMENT
o: (208) 376-3981
m: (208) 985-5312



For alerts, specials, and updates please subscribe to our Fresh News newsletter.
Order online or download our app at orders.grasmickproduce.com

From: Eric Bianchi <eric@kernridge.com>
Sent: Thursday, February 27, 2020 9:04 AM
To: Jenna Nelson <jenna@grasmickproduce.com>
Subject: RE: 50# jumbo carrots

Lets make it fixed with trigger. If the market hits 18.30+ they can max it would at 16.30? is that how it works? I've never done that before.

From: Jenna Nelson <jenna@grasmickproduce.com>
Sent: 2/27/2020 8:02 AM
To: Eric Bianchi <eric@kernridge.com>
Subject: RE: 50# jumbo carrots

Hi Eric,

Would this be a year long contract? And would it be fixed, or fixed with trigger?

Next page for
Contract Price
↓



Grasmick Produce
Jenna Nelson
PROCUREMENT
o: (208) 376-3981
m: (208) 985-5312



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Order online or download our app at orders.grasmickproduce.com

From: Eric Bianchi <eric@kernridge.com>
Sent: Wednesday, February 26, 2020 3:02 PM
To: Jenna Nelson <jenna@grasmickproduce.com>
Subject: RE: 50# jumbo carrots

Lets use 14.50 on a 50lb jumbo.

8

From: Jenna Nelson <jenna@grasmickproduce.com>
Sent: 2/26/2020 1:58 PM
To: Eric Bianchi <eric@kernridge.com>
Subject: 50# jumbo carrots

Hi Eric,

I am looking for a bid for a contract for one of our big customers on 50# jumbo carrots. I would be looking for the duration of the contract, yearly, quarterly, etc. And it would be for 48 cases a week. We have not been promised this business yet, just looking to see if we would be able to get a contract for their carrots, and we would use this quote for the bid. Would Kern Ridge be willing to offer a bid?



Grasmick Produce
Jenna Nelson
PROCUREMENT
o: (208) 376-3981
m: (208) 985-5312



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Order online or download our app at orders.grasmickproduce.com

Item #9

Jenna Nelson

From: Kleefeld, Caitlin <Caitlin.Kleefeld@ProduceAlliance.com>
Sent: Friday, February 28, 2020 2:50 PM
To: Jenna Nelson
Subject: Re: Bid Quotes

T&A has let me know there would be no issues with setting up this contract.

Caitlin Kleefeld

On Feb 28, 2020, at 4:17 PM, Jenna Nelson <jenna@grasmickproduce.com> wrote:

Thank you.

<image001.jpg> **Grasmick Produce**
Jenna Nelson
PROCUREMENT
o: (208) 376-3981
m: (208) 985-5312

<image002.png> <image003.png>

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Order online or download our app at orders.grasmickproduce.com

From: Kleefeld, Caitlin <Caitlin.Kleefeld@ProduceAlliance.com>
Sent: Friday, February 28, 2020 2:05 PM
To: Jenna Nelson <jenna@grasmickproduce.com>
Subject: RE: Bid Quotes

I will send the usages over to them to double check. But it shouldn't be an issue.

Thank you,
Caitlin Kleefeld | Procurement Specialist
Office: (770) 203 -4021 | Cell: (404) 542-4302

From: Jenna Nelson <jenna@grasmickproduce.com>
Sent: Friday, February 28, 2020 3:59 PM
To: Kleefeld, Caitlin <Caitlin.Kleefeld@ProduceAlliance.com>
Subject: RE: Bid Quotes

We would need to know if we could get on the contract to be able to use it as a quote for the bid. Is it a for sure thing? Here's what we'd use per week.

Up to 48cs celery

Next page for
contract price
↓

<image009.jpg> **Grasmick Produce**
Jenna Nelson
PROCUREMENT
o: (208) 376-3981
m: (208) 985-5312

<image010.png> <image011.png>

For alerts, specials, and updates please subscribe to our Fresh News newsletter.
Order online or download our app at orders.grasmickproduce.com

From: Kleefeld, Caitlin <Caitlin.Kleefeld@ProduceAlliance.com>
Sent: Friday, February 28, 2020 1:57 PM
To: Jenna Nelson <jenna@grasmickproduce.com>
Subject: RE: Bid Quotes

Yes ma'am! If you do end up winning the bid, just let me know with some usages and I can send it over to T&A.

Thank you,
Caitlin Kleefeld | Procurement Specialist
Office: (770) 203 -4021 | Cell: (404) 542-4302

From: Jenna Nelson <jenna@grasmickproduce.com>
Sent: Friday, February 28, 2020 2:20 PM
To: Kleefeld, Caitlin <Caitlin.Kleefeld@ProduceAlliance.com>
Subject: Bid Quotes

Hey, we're submitting a bid for a customer, and are looking to get on some contracts. They'd be through T&A. Would we be able to get the following contracts if we win the bid? We'll be using these prices for said bid if we are approved to get on them if we win.

| | | |
|-------------|-----------------|-------------|
| Celery 24ct | Fixed w/trigger | |
| Fob - 13.30 | Trigger - 20.00 | Lid - 21.30 |

9

Thanks.

<image012.jpg> **Grasmick Produce**
Jenna Nelson
PROCUREMENT
o: (208) 376-3981
m: (208) 985-5312

<image010.png> <image011.png>

For alerts, specials, and updates please subscribe to our Fresh News newsletter.
Order online or download our app at orders.grasmickproduce.com

<image013.jpg>

Caitlin Kleefeld
Procurement Specialist
Office: (770) 203-4021
Cell: (404) 542-4302

<image014.jpg>

<image014.jpg>

<image014.jpg>

<image014.jpg>

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V35972

Item #10

Church Brothers, LLC
P.O. Box 509
Salinas CA 93902-0509
USA

(831) 796-1000



INVOICE

Invoice #: 1154937
Invoice: Jan 5, 2019
Ship: Jan 5, 2019
Pay Terms: Net 21

Sold To: Grasmick Produce Company
215 E 42nd Street
Boise ID 83714
USA

Ship To: Grasmick Produce Company
Idaho Falls ID
USA

Page 1 of 2

| | | | |
|--------------------|------------------------|------------------|--------|
| Sale Terms: FOB | Salesperson: Lisa Dias | Carrier: SPX 811 | |
| Order: Jan 3, 2019 | Via: | Trailer Iic: | St: ID |
| Cust PO: 72461 | Currency: USD | Broker: | |

| Description | Quantity | UOM | Price | Amount |
|--|----------|-----|-------|--------|
| WL Romaine Romaine 10# Reg TrueLeaf Singles Product of USA | 12 | ctn | 12.35 | 148.20 |
| VA Broccoli Florets 6 x 3# Reg True Leaf Product of USA | 48 | ctn | 19.00 | 912.00 |
| WL Green Leaf Green Leaf 10# Reg TrueLeaf Singles Product of USA | 12 | ctn | 12.35 | 148.20 |
| VA Gr Cabbage Cole Slaw 4x5# w/sep bags Reg True Leaf Product of USA | 10 | ctn | 8.75 | 87.50 |
| VA Gr Cabbage Diced 4x5# 1/4"w/Bags Reg True Leaf Product of USA | 3 | ctn | 8.75 | 26.25 |
| VA Specialty Cilantro 4 x 1# PP Reg True Leaf Product of USA | 2 | ctn | 8.50 | 17.00 |
| VA Romaine Chopped 6 x 2# Reg True Leaf Product of USA | 40 | ctn | 11.00 | 440.00 |
| Spring Mix PP 3# P160 Reg True Leaf Product of USA | 15 | ctn | 4.50 | 67.50 |
| VA Lettuce Salad Mix 4 x 5# Mix Reg True Leaf Product of USA | 30 | ctn | 8.70 | 261.00 |
| VA Salad Blend Lett Rom 80L20R mix 4x5# Reg True Leaf Product of USA | 20 | ctn | 10.75 | 215.00 |
| VA Salad Blend Lett Rom 80L20R mix 6x5# Reg True Leaf Product of USA | 25 | ctn | 16.15 | 403.75 |
| VA Gr Cabbage Chopped 1/2"x1/2" 3x2# Reg True Leaf Product of USA | 2 | ctn | 6.50 | 13.00 |
| VA Kale Chop 4x2.5# Reg True Leaf Product of USA | 2 | ctn | 20.90 | 41.80 |
| VA Kale Salad Blend 4x2#Color Crunch No Date True Leaf Product of Mexico/USA | 7 | ctn | 14.75 | 103.25 |
| Green Leaf Liner 24 Reg Church Brothers Product of USA #10 | 14 | ctn | 16.25 | 227.50 |
| WL Green Leaf Teen Green 2x5# Sandwich Leaf True Leaf Product of USA | 8 | ctn | 13.50 | 108.00 |
| Arugula PP 4 x 1# Wild- Panera True Leaf Product of USA | 4 | ctn | 8.60 | 34.40 |
| Baby Spinach PP 4x1# P160 Reg True Leaf Product of USA | 2 | ctn | 6.70 | 13.40 |

ALL SALES F.O.B. NO GRADE CONTRACT. GOOD DELIVERY STANDARDS APPLY, EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING. IN ADDITION, ALSO EXCLUDED FROM THIS CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE

The perishable
Commodities
products
Should any a
the interpre



UINJ2Y00010100035972000

OLUME DISCOUNTS.

authorized by section 5c of the Perishable Agricultural
er these commodities, all inventories of food or other
ese commodities until full payment is received.
reunder or the rights and duties of any party hereto or
1 to such other relief as may be granted, an award as

and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgment granted therein.

A FINANCE CHARGE calculated at the rate of 1 1/2% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

Claims must be supported by Federal Inspection. All sales F.O.B. unless otherwise stated.

This invoice represents our understanding of the transaction as consummated. Wire any contractual discrepancies upon its receipt, otherwise we will assume you consider it as correct.

V40803

Item# 10



5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE

Number 0995586A
Date 05/06/19
Ship 05/06/19
Pay Terms NET 30 DAYS

Page
1 of 2

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms. FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0995586A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 75564 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|------------------------------|-----------------|--------|------------------|---------|--------------------------|
| LETTUCE ICEBERG LINER 24CT | CASE | USA | 10 | 12.20 | 122.00 |
| CELERY SLEEVED 30 CT | CASE | USA | 8 | 22.80 | 182.40 |
| Subbed for 36ct | | | | | |
| BROCCOLI FLORETTES 4/3# MINI | CASE | USA | 19 | 16.05 | 304.95 |
| Triggered - fixed | | | | | |
| ARCADIA HARVEST MIX 4/3# | CASE | USA | 203 | 17.05 | 3461.15 |
| fixed | | | | | |
| LETTUCE GREEN LEAF 24CT #10 | CASE | USA | 35 21 | 10.30 | 210.30 360.50 |
| fixed | | | | | |
| BROCCOLINI 3/2# | DARDEN CASE | USA | 6 | 17.05 | 102.30 |
| PEAS SNAP 10# | NOODLES CASE | USA | 10 | 22.75 | 227.50 |
| fixed | | | | | |
| BROCCOLINI 18 CT | CASE | USA | 20 | 20.25 | 405.00 |
| fixed | | | | | |
| LETTUCE BETTER BURGER 10# | CASE | USA | 32 | 14.40 | 460.80 |
| CABBAGE NAPPA 30# | CASE | USA | 7 | 10.80 | 75.60 |
| fixed | | | | | |
| LETTUCE GREEN LEAF 24CT | CAFE ZUPAS CASE | USA | 35 40 | 11.55 | 565.05 404.25 |
| fixed | | | | | |
| LETTUCE RED LEAF 24 LINER | CAFE ZUPAS CASE | USA | 35 | 11.55 | 404.25 |
| fixed | | | | | |
| ARCADIA HARVEST MIX 4/3# | CAFE ZUPAS CASE | USA | 14 | 17.15 | 240.10 |
| fixed | | | | | |
| SPINACH BABY LEAF 4# | CAFE ZUPAS CASE | USA | 6 | 7.15 | 42.90 |
| fixed | | | | | |
| CAULIFLOWER 12 CT | CAFE ZUPAS CASE | USA | 8 | 21.40 | 171.20 |

Sub Total
Tax
*Total CONT

The perishable a
1930 [7 U.S.C. 4
and any receivab
any kind granter
fees and costs ne
transaction under the PACA trust.



UINU2Y88810100040803000

section 5(c) of the Perishable Agricultural Commodities Act,
ies of food or other products derived for these commodities.
ce may not reflect any rebates, incentives, or discounts of
tutory rate. Buyer agrees to pay interest and any attorneys'
all be considered sums owing in connection with this

W5421

Item #10

Invoice Number: 341610018

Invoice Date: September 9, 2019

C.H. Robinson Worldwide, Inc. and
Subsidiaries

Remit To:

P.O. Box 9121

Minneapolis, MN 55480-9121

Bill-to:
C7420602ATTN: ACCOUNTS PAYABLE
GRASMICK - MASTER INBOUND
215 E 42ND ST
GARDEN CITY, ID 83714-6316

Amount Due: USD 3,958.95

Payment Due: September 14, 2019

CHR Load: 6745725
CHR SO: 8906628
Freight Payer Ref: 78524

Ship Date: 9/4/2019

Cust PO: 78524

ITEM DETAIL

| Description | Quantity | UOM | Weight | Unit Price | Total |
|--|----------|-----|--------|------------|--------------|
| CBO - Broccoli, Florette, 6/3 lb | 4 | Ctn | 18 LBS | 20.00 | USD 80.00 |
| CBO - Brussels Sprouts, Cleaned/Washed 4/5 lb | 1 | Ctn | 22 LBS | 30.50 | USD 30.50 |
| CBO - Greens, Kale Chopped, 5/1 lb | 1 | Ctn | 8 LBS | 12.10 | USD 12.10 |
| CBO - Lett-Leaf, Green, 24 ct | 2 | Ctn | 20 LBS | 10.75 | USD 21.50 |
| CBO - Salad Mix, Coleslaw, 4/5 lb | 9 | Ctn | 21 LBS | 9.50 | USD 85.50 |
| CBO - Salad Mix, Romaine Hearts, 48 ct | 8 | Ctn | 42 LBS | 16.00 | USD 128.00 |
| CBO - Salad Mix, Spring Mix, 3 lb | 14 | Ctn | 3 LBS | 4.55 | USD 63.70 |
| CFA - Kale, 5/1# | 24 | Ctn | 8 LBS | 12.10 | USD 290.40 |
| CFA - Lett-Leaf, Green, 24ct | 56 | Ctn | 20 LBS | 10.75 | USD 602.00 |
| CFA - Lett-Leaf, Green Crown, 10lb | 40 | Ctn | 12 LBS | 13.00 | USD 520.00 |
| CFA - Lett-Leaf, Romaine, 24ct | 45 | Ctn | 30 LBS | 12.00 | USD 540.00 |
| CHR - Chopped Romaine, 6/2 lb | 90 | Ctn | 14 LBS | 11.60 | USD 1,044.00 |
| RED - Broccoli, Florette, 6/3 lb | 12 | Ctn | 18 LBS | 19.20 | USD 230.40 |
| RED - Salad Mix, Chop Iceberg, 10/3 Lb | 3 | Ctn | 30 LBS | 15.95 | USD 47.85 |
| RED - Salad Mix, Chop Romaine, 6/2 lb | 15 | Ctn | 14 LBS | 11.20 | USD 168.00 |
| RED - Salad Mix, Coleslaw, 4/5 lb | 1 | Ctn | 21 LBS | 9.00 | USD 9.00 |
| RED - Salad Mix, Spring Mix, 12/1 LB | 4 | Ctn | 12 LBS | 21.50 | USD 86.00 |

#10



UINU2Y00010100045421000

Sub-Total: USD 3,958.95

Payment Received: USD 0.00

Amount Due: USD 3,958.95

Rd, Eden Prairie, MN 55347-5042

C 384859, Tel: 800-777-5779

Please reference Invoice 341610018 when remitting payment.

If you have questions regarding this invoice or your account, please call Melanie Salo at 800-457-1638 or email
at Melanie.Salo@chrobinson.com.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5C of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C.499E (C)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. You agree to pay interest at 1.5% per month and any attorneys fees incurred necessary to collect payment. Interest and attorneys fees necessary to collect payment are sums owing in connection with the transaction.

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction, nor a full settlement of this invoice, without prior written agreement.

The terms and conditions above, and those related to any specific service provided by us, including limitation of liability, constitute the complete agreement and contract of the parties, and may only be altered in a written agreement signed by both parties.

All transportation will be subject to the bill of lading legal terms and conditions, whereas any other incidental service (e.g. customs brokerage) will be subject to the standard local trading terms. All

Item # 11



**PRODUCE
ALLIANCE**
5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

**PLEASE NOTE NEW
REMITTANCE ADDRESS:**

**PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762**

INVOICE

Number 0985630A
Date 12/31/18
Ship 12/31/18
Pay Terms NET 30 DAYS

Page
2 of 2

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|------------------------------|---------------------------------|---------------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0985630A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 72371 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|---------------------------------|-----------|--------|----------|---------|--------|
| LETTUCE HONEY GEM 18CT | CASE | USA | 1 | 8.80 | 8.80 |
| LETTUCE ROMA CRUNCH 48CT | CASE | USA | 1 | 15.05 | 15.05 |
| LETTUCE ICEBERG WRAPPED 24 | CASE | USA | 10 | 9.65 | 96.50 |
| LETTUCE ICEBERG LINER 24CT # 11 | CASE | USA | 40 | 8.65 | 346.00 |
| LETTUCE ROMAINE 24 CT | CASE | USA | 35 | 7.65 | 267.75 |
| LETTUCE RED LEAF 24 LINER | CASE | USA | 7 | 14.65 | 102.55 |
| CAULIFLOWER 12 CT | CASE | USA | 56 | 8.65 | 484.40 |
| CABBAGE NAPPA 30# | CASE | USA | 7 | 10.65 | 74.55 |

Sub Total 10313.95
Tax .00
734 ***Total** 10313.95

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 409(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

V42437

Item # 11

Total Produce Company, Inc.2787 W. Bullard Ave., Suite 109D
Fresno, CA 93711

Tel: (877) 930-8800

Fax: (559) 431-8820


Invoice

| Date | Invoice # |
|----------|-----------|
| 5/7/2019 | 24731 |

| Bill To |
|---|
| Grasmick Produce Co., Inc. P.O. Box 45120 Boise, ID 83711 |

| Ship To |
|---|
| Grasmick Produce Co., Inc. P.O. Box 45120 Boise, ID 83711 |

| Ship Date | P.O. Number | Terms | Via |
|-----------|-------------|--------|----------------|
| 5/7/2019 | 75560 | Net 10 | Hanks Trucking |

| Quantity | Item | Description | Price Each | Amount |
|---|-------------|--|------------|----------|
| 70 | Romaine | 24ct "Green Giant" | 7.95 | 556.50 |
| 160 | Lettuce | 24ct Liner "Green Giant" # 11 | 7.95 | 1,272.00 |
| 28 | Red Leaf | 24ct "Green Giant" | 7.95 | 222.60 |
| 4 | Anise | 24ct | 24.95 | 99.80 |
| 180 | Cilantro | 60ct Iced "Church Brothers" Produce of USA | 10.95 | 1,971.00 |
| 96 | Green Onion | 4x2 Iceless "Green Giant" Produce of Mexico | 8.95 | 859.20 |
| Out @3:52 PM 5/7/2019 | | | | |
|  VINJ2Y08010100042437000 | | | | |

Thank you for your business.

Total \$4,981.10**Balance Due** \$4,981.10

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from those commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Item #11



Coastline
FAMILY FARMS

Sunridge Farms, Inc.
P.O. Box 4273 - Salinas, CA 93912-4273
(831) 755-1430 - Fax: (831) 755-8716

V45389

BUYER
ID.# 12080

P.O.# 78269

INVOICE #: 57987
INVOICE DATE: 08/30/19

PAYMENT TERMS: Net 10

SHIPPING DATE: 08/30/19

SHIPPED FROM: C&M Family Co
FREIGHT TERMS: FOB

SOLD TO: Grasmick Produce Company
215 E. 42nd Street
Boise ID 83714

SHIP TO: Grasmick Produce Company
215 E. 42nd Street
Boise ID 83714

SALES ORDER # 57987

INVOICE #:
BROKER 57987

SALESMAN Robbie Coyle

CARRIER D&S # 18
LICENSE No. AA17B10

| DESCRIPTION | QUANTITY | PRICE | UNIT | AMOUNT |
|---|----------|-------|------|----------|
| lettuce Pltzd Liner 24 Coastline . P of USA #11 | 120 | 12.40 | ctn | 1,488.00 |
| maine Liner 24 Coastline . P of USA Lettuce Sal | 70 | 11.25 | ctn | 787.50 |
| n Onions Iceless Rootless 4x2 lbs Coastline . P | 60 | 7.65 | ctn | 459.00 |
| EP Pallets | 5 | | | .00 |



UINU2Y888101000453890001

TOTAL
QUANTITY: 250

\$ TOTAL
PLEASE PAY
2,734.50

A finance charge calculated at the rate of 1 1/2% per month (18% annually), or at the highest rate permitted by law, will be applied to all past due accounts. In addition, should any action be commenced between the parties to this contract concerning the sums due or the rights and duties of any party to this contract or the interpretation of this contract concerning the sums due or the rights and duties of any party to this contract or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, and award for the actual attorney's fees and costs in bringing the action and/or enforcing any judgment granted in the action.

All sales FOB. No grade contract. Good delivery standards apply excluding bruising and/or discoloration following bruising. All sales exclude any scoreable field freeze and frost damage and any and all condition defects associated with these weather conditions.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5 (c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C.

Church Brothers, LLC
P.O. Box 509
Salinas CA 93902-0509
USA
(831) 796-1000

V 36264

Item #12



INVOICE

Invoice #: 1154936
Invoice: Jan 5, 2019
Ship: Jan 5, 2019
Pay Terms: Net 21

Sold To: Grasmick Produce Company
215 E 42nd Street
Boise ID 83714
USA

Ship To: Grasmick Produce Company
215 E 42nd Street
Boise ID 83714
USA

Page 1 of 2

| | | | |
|--------------------|------------------------|------------------|--------|
| Sale Terms: FOB | Salesperson: Lisa Dias | Carrier: SPX 611 | |
| Order: Jan 3, 2019 | Via: | Trailer lic: | St: ID |
| Cust PO: 72457 | Currency: USD | Broker: | |

| Description | Quantity | UOM | Price | Amount |
|--|----------|-----|-------|----------|
| WL Green Leaf Green Leaf 2x5# Reg TrueLeaf Singles Product of USA | 40 | ctn | 12.35 | 494.00 |
| VA Kale Chop 5x1# 3/4"x3/4" Special True Leaf Product of USA | 10 | ctn | 11.50 | 115.00 |
| WL Romaine Romaine 10# Reg TrueLeaf Singles Product of USA | 1 | ctn | 12.35 | 12.35 |
| VA Red Cabbage Shred 4 x 5# Reg True Leaf Product of USA | 10 | ctn | 10.85 | 108.50 |
| VA Gr Cabbage Cole Slaw 4x5# w/sep bags Reg True Leaf Product of USA | 30 | ctn | 8.75 | 262.50 |
| VA Specialty Cilantro 4 x 1# PP Reg True Leaf Product of USA | 24 | ctn | 8.50 | 204.00 |
| VA Lettuce Chop 4 x 5# Reg True Leaf Product of USA | 5 | ctn | 8.60 | 43.00 |
| VA Romaine Chopped 6 x 2# Reg True Leaf Product of USA | 180 | ctn | 11.00 | 1,980.00 |
| VA Lettuce Shred 1/8" 4 x 5# Reg True Leaf Product of USA | 30 | ctn | 8.80 | 258.00 |
| VA Lettuce Salad Mix 4 x 5# Mix Reg True Leaf Product of USA | 20 | ctn | 8.70 | 174.00 |
| VA Salad Blend Lett Rom 80L20R mix 4x5# Reg True Leaf Product of USA | 30 | ctn | 10.75 | 322.50 |
| Romaine Hearts 12 X 3ct Reg Church Brothers Product of USA | 7 | ctn | 11.25 | 78.75 |
| VA Salad Blend Lett Rom 80L20R mix 6x5# Reg True Leaf Product of USA | 100 | ctn | 16.15 | 1,615.00 |
| VA Gr Cabbage Chopped 1/2"x1/2" 3x2# Reg True Leaf Product of USA | 6 | ctn | 6.50 | 39.00 |
| VA Kale Chop 4x2.5# Reg True Leaf Product of USA | 7 | ctn | 20.90 | 146.30 |
| Arugula PP 2 x 2# Wild True Leaf Product of USA | 10 | ctn | 10.00 | 100.00 |
| Arugula PP 4 x 1# Wild- Panera True Leaf Product of USA | 10 | ctn | 8.60 | 86.00 |
| Baby Spinach PP 4x1# P160 Reg True Leaf Product of USA | 2 | ctn | 6.70 | 13.40 |
| Tango Baby Greens 3 x 2# Reg True Leaf Product of USA | 2 | ctn | 9.75 | 19.50 |

#12
\$8.20
4/5Lb unit
÷ 4
\$2.175

ALL SALES F.O.B. NO GRADE CONTRACT. GOOD DELIVERY STANDARDS APPLY, EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING. IN ADDITION, ALSO EXCLUDED FROM THIS CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE INCLUDING EPIDERMAL PEEL.

PRICES MAY INCLUDE PROMOTIONAL ALLOWANCES OR VOLUME DISCOUNTS.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, which provides that if the seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from the sale of these commodities until full payment is received.

Should any action be taken by the interpretation



VINU2Y88810100036264000

A FINAL

Claims must be submitted

This invoice represents our understanding of the transaction as consummated. We assume you consider it as correct.

For or the rights and duties of any party hereto or for other relief as may be granted, an award as may be granted by any judgment granted therein. applied to all PAST DUE ACCOUNTS. unless otherwise stated. discrepancies upon its receipt, otherwise we will



5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE

Number 0995589A
Date 05/07/19
Ship 05/07/19
Pay Terms NET 30 DAYS

Page
1 of 1

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

Sales Terms: FOB SALE
Order: 0995589A
Cust PO: 75592

Salesperson: Curt Sloyer
Sale Type: FOB SALE
Currency:

Carrier: CUSTOMER'S TRUC
Trailer License: St: IL

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|------------------------------|-----------|--------|----------|---------|---------|
| ONION GREEN 4/2# | CASE | USA | 96 | 10.35 | 993.60 |
| CAULIFLOWER FLORET 4/3# | CASE | USA | 19 | 30.90 | 587.10 |
| triggered | | | | | |
| CABBAGE RED SHRED 4/5# | CASE | USA | 10 | 15.25 | 152.50 |
| CHOPPED ICEBERG 4/5# | CASE | USA | 10 | 9.35 | 93.50 |
| CABBAGE DICED COLE SLAW 4/5# | CASE | USA | 1 | 9.20 | 9.20 |
| CABBAGE COLE SLAW 4/5# | CASE | USA | 40 | 9.20 | 368.00 |
| SPRING MIX 5/3# | CASE | USA | 14 | 20.55 | 287.70 |
| BROCCOLI FLORETTE 6/3# | CASE | USA | 56 | 23.20 | 1299.20 |
| triggered | | | | | |
| SALAD MIX 4 WAY 4/5# | CASE | USA | 30 | 11.60 | 348.00 |
| SALAD MIX 3 WAY 4/5# | CASE | USA | 20 | 9.55 | 191.00 |
| LETTUCE ROMAINE FILLETS 10# | CASE | USA | 6 | 13.80 | 82.80 |
| SALAD MIX SEP 80-20 4/5# | CASE | USA | 1 | 11.60 | 11.60 |
| BROCCOLI FLORETTE MINI 4/3# | CASE | USA | 5 | 16.55 | 82.75 |
| triggered | | | | | |
| ND YELLOW DICED ONION 4/5# | CASE | USA | 15 | 15.14 | 227.10 |
| ONION RED SLIVERED 4/5 | CASE | USA | 30 | 19.70 | 591.00 |
| KALE ICELESS 4/2.5 | CASE | USA | 28 | 11.45 | 320.60 |
| SPINACH CELLO 12/10 | CASE | USA | 1 | 10.30 | 10.30 |
| KALE BABY 2/1.5 | CASE | USA | 1 | 9.00 | 9.00 |
| KALE FLOWERING ICELESS 2/2.5 | CASE | USA | 6 | 11.45 | 68.70 |
| CABBAGE GREEN SHRED 4/5# | CASE | USA | 10 | 9.20 | 92.00 |
| SQUASH ZUCCHINI SPIRAL 2/3 | CASE | USA | 4 | 13.25 | 53.00 |
| ONION DICED YELLOW 1/4" 4/5# | CASE | USA | 13 | 15.80 | 205.40 |

Sub Total 6084.05

Tax .00

416 *Total 6084.05



VINUZY00010100040007000

authorized by section 5(c) of the Perishable Agricultural Commodities Act,
s. all inventories of food or other products derived for these commodities.

*This invoice may not reflect any rebates, incentives, or discounts of
fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this

19:
anc
any

transaction under the PACA trust.

416

V40807

Item # 12

955
4/56 unit
÷ 4
\$2.3875

#12

Item # 12



5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE

Number 1005364A
Date 09/02/19
Ship 09/02/19
Pay Terms NET 30 DAYS

Page
1 of 1

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 1005364A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 78481 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|------------------------------|-----------|--------|----------|---------|--------|
| ONION GREEN 4/2# | CASE | USA | 96 | 10.35 | 993.60 |
| CELERY DICED 3/8" 6/8# | CASE | USA | 1 | 5.80 | 5.80 |
| CAULIFLOWER FLORET 4/3# | CASE | USA | 8 | 18.90 | 151.20 |
| CABBAGE RED SHRED 4/5# | CASE | USA | 10 | 13.25 | 132.50 |
| CHOPPED ICEBERG 4/5# | CASE | USA | 20 | 9.35 | 187.00 |
| CABBAGE DICED COLE SLAW 4/5# | CASE | USA | 1 | 9.20 | 9.20 |
| CABBAGE COLE SLAW 4/5# | CASE | USA | 20 | 9.20 | 184.00 |
| SPRING MIX 5/3# | CASE | USA | 42 | 20.55 | 863.10 |
| SALAD MIX 3 WAY 4/5# #12 | CASE | USA | 20 | 9.55 | 191.00 |
| SALAD MIX SEP 80-20 4/5# | CASE | USA | 1 | 11.60 | 11.60 |
| KALE ICELESS 4/2.5 | CASE | USA | 17 | 11.45 | 194.65 |
| KALE FLOWERING ICELESS 2/2.5 | CASE | USA | 8 | 11.45 | 91.60 |
| CABBAGE GREEN SHRED 4/5# | CASE | USA | 10 | 9.20 | 92.00 |
| ONION DICED YELLOW 1/4" 4/5# | CASE | USA | 12 | 15.80 | 189.60 |



VINU2Y00010100045248000

Sub Total 3296.85
Tax .00
266 *Total 3296.85

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

Item #13



5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE

Number 0985630A
Date 12/31/18
Ship 12/31/18
Pay Terms NET 30 DAYS

Page
2 of 2

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0985630A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 72371 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|-------------------------------------|-----------|--------|----------|---------|--------|
| LETTUCE HONEY GEM 18CT | CASE | USA | 1 | 8.80 | 8.80 |
| LETTUCE ROMA CRUNCH 48CT FRESH CONC | CASE | USA | 1 | 15.05 | 15.05 |
| LETTUCE ICEBERG WRAPPED 24 | CASE | USA | 10 | 9.65 | 96.50 |
| LETTUCE ICEBERG LINER 24CT | CASE | USA | 40 | 8.65 | 346.00 |
| LETTUCE ROMAINE 24 CT | CASE | USA | 35 | 7.65 | 267.75 |
| LETTUCE RED LEAF 24 LINER #13 | CASE | USA | 7 | 14.65 | 102.55 |
| CAULIFLOWER 12 CT | CASE | USA | 56 | 8.65 | 484.40 |
| CABBAGE NAPPA 30# | CASE | USA | 7 | 10.65 | 74.55 |
| FREIGHT A/R ONLY | FEE | | 1 | -50.22 | -50.22 |

Special Instructions:
Includes settlement

Sub Total 10036.03
Tax .00
717 *Total 10036.03

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499a(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

Item #13


**PRODUCE
ALLIANCE**

5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE

Number 0995586A
Date 05/06/19
Ship 05/06/19
Pay Terms NET 30 DAYS

Page
1 of 2

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0995586A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 75564 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|--------------------------------|-----------------|--------|----------|---------|---------|
| LETTUCE ICEBERG LINER 24CT | CASE | USA | 10 | 12.20 | 122.00 |
| CELERY SLEEVED 30 CT | CASE | USA | 8 | 22.80 | 182.40 |
| Subbed for 36ct | | | | | |
| ✓ BROCCOLI FLORETTES 4/3# MINI | CASE | USA | 19 | 16.05 | 304.95 |
| Triggered - fixed | | | | | |
| ✓ ARCADIA HARVEST MIX 4/3# | CASE | USA | 203 | 17.05 | 3461.15 |
| fixed | | | | | |
| LETTUCE GREEN LEAF 24CT | CASE | USA | 21 | 10.30 | 216.30 |
| fixed | | | | | |
| BROCCOLINI 3/2# | DARDEN CASE | USA | 6 | 17.05 | 102.30 |
| PEAS SNAP 10# | NOODLES CASE | USA | 10 | 22.75 | 227.50 |
| fixed | | | | | |
| BROCCOLINI 18 CT | CASE | USA | 20 | 20.25 | 405.00 |
| fixed | | | | | |
| LETTUCE BETTER BURGER 10# | CASE | USA | 32 | 14.40 | 460.80 |
| CABBAGE NAPPA 30# | CASE | USA | 7 | 10.80 | 75.60 |
| fixed | | | | | |
| LETTUCE GREEN LEAF 24CT | CAFE ZUPAS CASE | USA | 35 | 11.55 | 404.25 |
| fixed | | | | | |
| LETTUCE GREEN LEAF 24CT | CAFE ZUPAS CASE | USA | 14 | 6.65 | 93.10 |
| fixed | | | | | |
| LETTUCE RED LEAF 24 LINER #13 | CASE | USA | 35 | 11.55 | 404.25 |
| fixed | | | | | |
| ARCADIA HARVEST MIX 4/3# | CASE | USA | 14 | 17.15 | 240.10 |
| fixed | | | | | |
| SPINACH BABY LEAF 4# | CASE | USA | 6 | 7.15 | 42.90 |

Sub Total
Tax
*Total CONT

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

V45263

Item #13

Total Produce Company, Inc.2787 W. Bullard Ave., Suite 109D
Fresno, CA 93711

Tel: (877) 930-8800

Fax: (559) 431-8820


Invoice

| Date | Invoice # |
|----------|-----------|
| 9/4/2019 | 25170 |

| Bill To |
|---|
| Grasmick Produce Co., Inc. P.O. Box 45120 Boise, ID 83711 |

| Ship To |
|---|
| Grasmick Produce Co., Inc. P.O. Box 45120 Boise, ID 83711 |

| Ship Date | P.O. Number | Terms | Via |
|-----------|-------------|--------|-----|
| 9/3/2019 | 78476 | Net 10 | SBT |

| Quantity | Item | Description | Price Each | Amount |
|----------|---------------|---|------------|----------|
| 96 | Green Onion b | 4/2 Iceless Produce of Mexico | 8.95 | 859.20 |
| 96 | Broccoli | Crowns "Green Giant" | 14.95 | 1,435.20 |
| 128 | Celery | 24ct "Church Brothers" | 8.95 | 1,145.60 |
| 64 | Celery | 36ct Sleeved "Green Giant" | 10.45 | 668.80 |
| 80 | Lettuce | 24ct Liner "Green Giant" | 8.95 | 716.00 |
| 12 | Red Leaf | 24ct Liner "Green Giant" #13 | 8.95 | 107.40 |
| 28 | Napa | 30# "Church Brothers" | 14.45 | 404.60 |
| 120 | Cilantro | 60ct "Church Brothers" Produce of USA | 18.95 | 2,274.00 |
| | | Out @ 10:00 PM 9/3/2019 | | |
| | |  VINU2Y00010100045263000 | | |

Thank you for your business.

Total \$7,610.80**Balance Due** \$7,610.80

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from those commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.



C.H. Robinson, Inc.
dba Robinson Fresh
14701 Charlson Road
Eden Prairie, MN 55347
USA
Fed Tax ID: 41-1956721

Item # 14
V36007

INVOICE

Invoice #: 540685
Invoice: Jan 10, 2019
Ship: Jan 04, 2019
Pay Terms: Net 21 Days

Sold To: Grasmick Produce Co Inc
215 EAST 42ND STREET
Boise ID 83714
USA

Ship To: Grasmick Produce Co Inc
215 EAST 42ND STREET
Boise ID 83714
USA

Page 1 of 2

| | | |
|---------------------|----------------------------|-----------------------------|
| Sale Terms: FOB Dlv | Salesperson: KIEHJAM - 162 | Carrier: BRAVO TRUCKING LLC |
| Order: Jan 03, 2019 | Via: | Trailer lic: TH3799 St: ID |
| Cust PO: 72497 | Currency: USD | |

| Product ID | Description | Quantity | UOM | Price | Amount |
|------------|---|----------|-----|-------|----------|
| 10342 | Bell Pepper BUSHEL 1 1/9 MEDIUM Good Delivery Green Conventional . Product of MEX | 161 | CTN | 23.70 | 3,815.70 |
| 2945 | Bell Pepper BUSHEL 1 1/9 X LARGE Good Delivery Green Conventional . Product of MEX | 21 | CTN | 28.70 | 602.70 |
| 36680 | Bell Pepper BUSHEL 1 1/9 MEDIUM Good Delivery Red Conventional . Product of MEX | 168 | CTN | 42.70 | 7,173.60 |
| 38318 | Bell Pepper BUSHEL 1 1/9 MEDIUM Good Delivery Yellow Conventional . Product of MEX | 20 | CTN | 36.70 | 734.00 |
| 2981 | Chili Pepper BUSHEL 1 1/9 Good Delivery Jalapeno Conventional . Product of MEX | 49 | CTN | 45.25 | 2,217.25 |
| 11574 | Chili Pepper BUSHEL 1 1/9 Good Delivery Anaheim Conventional . Product of MEX | 10 | CTN | 19.25 | 192.50 |
| 2983 | Squash Soft BULK-CTN 20 LB MEDIUM Good Delivery Zucchini Conventional . Product of MEX | 80 | CTN | 17.55 | 1,404.00 |
| 34110 | Squash Soft BULK-CTN 20 LB MEDIUM Good Delivery Yellow Conventional . Product of MEX | 80 | CTN | 20.55 | 1,644.00 |
| 9617 | Watermelon BULK-CTN 6 CT Good Delivery Seedless Conventional . Product of MEX | 32 | CTN | 36.75 | 1,176.00 |
| 9858 | Cucumber BUSHEL 1 1/9 SUPERSELCT Good Delivery Green Conventional . Product of MEX | 42 | CTN | 19.95 | 837.90 |

#14
36.75
÷ 65 Lb
565 per Lb

The perishable agricultural commod/
Commodities act, 1930 (7 U.S.C.A)
products derived from these
You agree to pay interest at 1.1



...shall be subject to the statutory trust authorized by section 5C of the Perishable Agricultural
...trust claim over these commodities, all inventories of food or other
...commodities until full payment is received.
...est and attorney's fees necessary

Deposit of a check for less than full amount

..., nor a full settlement of this

Invoice, Without

The terms and conditions above, and those related to any specific service provided by us, including immutability, constitute the complete agreement
and contract of the parties, and may only be altered in a written agreement signed by both parties.

040573

Item #14



Riverbend Fresh, LLC
3610 N. Del Norte Ave.
Kerman, CA 93630
559-846-3320 Phone
559-846-3318 Fax
ap@riverbendfresh.com


Invoice

| Date | Invoice # |
|-----------|-----------|
| 4/24/2019 | 8974 |

| |
|---|
| Bill To |
| Grasmick Produce Co., Inc. PO Box 45120 215 E. 42nd St. Boise, ID 83711-5120 |

| |
|----------------|
| Ship To |
| |

| P.O. Number | Due Date | Rep | Ship | Truck | Terms |
|-------------|----------|-----|-----------|---------------|-------|
| 75320 | | KS | 4/24/2019 | Buyer's Truck | FOB |

| Quantity | Description | Price Each | Amount |
|---|---|------------|---------------------------|
| 30 | Watermelon Red Seedless 24" Bins 45ct - Product of Mexico #14 | 133.00 | 3,990.00 |
| 147 | Cucumber Super Select Ctn - Product of Mexico | 7.00 | 1,029.00 |
| 80 | Cucumber 36's Ctn - Product of Mexico | 3.50 | 280.00 |
| <div style="text-align: right;"> $\\$133.00$ $\div 750 \text{ lbs}$ $\\$.18$ </div> | | | |
| <div style="text-align: center;">  VINJ2Y00010100040573000 </div> | | | |
| Thank You for your Order!!! | | | |
| All sales F.O.B. No Grade Contract. Good delivery standards apply excluding bruising and/or discoloration following bruising. CDFA #10-000711 | | | Bal Due \$5,299.00 |

Payments/Credits \$0.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5 (c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e4(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food and other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Any claims for shortage, damage or condition will not be honored unless the problem is reported in writing to Seller within eight (8) hours of receipt of the product and a timely USDA inspection is performed on the product. Interest shall accrue on any past-due account balance at the daily periodic rate of 0.04932% or 18% annually. In the event collection action becomes necessary, Buyer agrees to pay all costs of collection, including attorneys' fees.

V45181

Pace-Nielsen Farms, Inc.

30684 Pearl Road
Parma, Idaho 83660

Item # 14


Invoice

| Date | Invoice # |
|-----------|-----------|
| 8/29/2019 | 261 |

| |
|---|
| Bill To |
| Grasmick Produce Co., Inc. P.O. Box 45120 Boise, ID 83711 |

| |
|----------------|
| Ship To |
| |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|-------------|-------|-----|-----------|-----|--------|---------|
| | | | 8/29/2019 | | | |

| Quantity | Item Code | Description | Price Each | Amount |
|----------|---------------------|--|------------|----------|
| 40 | seedless watermelon | 730 lb bins @ \$0.21/lb #14 | 153.30 | 6,132.00 |
| | | 168- | | |
| | | $ \begin{array}{r} \$ 153.30 \\ \div 730 \\ \hline \$.21 \text{ per pound} \end{array} $ | | |
| | |  | | |
| | | U1NU2Y80010100045161000 | | |

Total

\$6,132.00

[Handwritten signature]



**PRODUCE
ALLIANCE**

100 Lexington Drive
Suite 201
BUFFALO GROVE, IL 60089
Phone: 847-808-3030
Fax: 847-808-3246

V36327

Item # 15

INVOICE

Number 0762894A
Date 01/08/19
Ship 01/08/19
Pay Terms NET 30 DAYS

**PLEASE NOTE NEW
REMITTANCE ADDRESS:**

**PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762**

Page
1 of 1

**Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120**

**Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715**

| | | |
|-----------------------|------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Che Dixon | Carrier: CUSTOMER'S TRUC |
| Order: 0762894A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 72581 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|----------------------------|-----------|--------|----------|---------|---------|
| ONION YELLOW JUMBO 50# | SACK 50# | USA | 270 | 7.00 | 1890.00 |
| ONION YELLOW JUMBO 50# #15 | SACK 50# | USA | 135 | 7.00 | 945.00 |
| ONION RED JUMBO | SACK 25# | USA | 90 | 7.00 | 630.00 |
| PALLETS | EACH | USA | 10 | 8.00 | 80.00 |



VINU2Y88810100036327000

Sub Total 3545.00
Tax .00
505 *Total 3545.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

V40910

Item #15



PROSOURCE INC
PO BOX 3429
HAILEY ID 83333

INVOICE

Invoice #: 62732
Invoice: May 07, 2019
Ship: May 07, 2019
Pay Terms: 10 DAYS
Sales Load:

Bill To: GRASMICK PRODUCE CO, INC
PO BOX 45120
BOISE ID 83711

Ship To: GRASMICK PRODUCE CO, INC.
215 E 42ND STREET
BOISE ID 83711
USA

Page 1 of 1

Sale Terms: FOB
Order: May 06, 2019
Cust PO:

Salesperson: BRIAN DAVIS
Currency: USD

Carrier: CUSTOMER'S TRUCK
Broker:

| Description | Quantity | UOM | Price | Amount |
|--|------------|-----|-------|------------------|
| ONION US#1 JUMBO YELLOW 50# BAG PACKER #15 | 450 | bag | 8.00 | 3,600.00 |
| ONION US#1 JUMBO RED 50# BAG PACKER | 90 | bag | 27.00 | 2,430.00 |
| ONION US#1 JUMBO RED 25# BAG PACKER | 200 | bag | 14.00 | 2,800.00 |
| ONION US#1 COLOSSAL YELLOW 50# BAG PACKER | 136 | bag | 9.00 | 1,215.00 |
| PRODUCT TOTAL: | 876 | | | 10,045.00 |
| Charges | | | | |
| PALLETS | 16 | | 7.00 | 112.00 |
| CHARGES TOTAL: | | | | 112.00 |
| INVOICE TOTAL: | 876 | | | 10,157.00 |



VINU2Y00010100040910000

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Past due invoices shall accrue interest at 1.5% per month. If overdue accounts are referred to an attorney, you agree to pay our attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice. Additionally, all interest and attorney's fees are sums owing in connection with the produce transaction. The prices reflected on this invoice (or transaction) may be subject to promotional allowances, volume discounts, corporate rebates or other programs. No claim for credits or adjustments can be considered unless the problem is reported in writing to Seller within eight (8) hours of receipt of the product along with the written USDA inspection results.

SALES: 208-522-7070
FAX: 208-522-2608



INVOICE

Kingston
fresh

477 Shoup Ave, Suite 207
Idaho Falls, ID 83402

PAYMENTS TO:
PO Box 51565
Idaho Falls, ID 83405

TRANSPORTATION: 208-529-2444
ADMIN: 208-522-2365



Invoice #: 436998
Invoice: Sep 03, 2019
Ship: Sep 03, 2019
Pay Terms: NET21

SOLD TO: GRASMICK PRODUCE CO., INC.
PO BOX 45120
BOISE ID 83711

SHIP TO: GRASMICK PRODUCE CO., INC.
215 EAST 42ND STREET
BOISE ID 83714

Page 1 of 1

| | | |
|---------------------|-----------------------------|-------------------|
| Sale Terms: FOB | Salesperson: KRISTY SOMMERS | Carrier: GRASMICK |
| Order: Aug 30, 2019 | Via: | Trailer lic: |
| Cust PO: 78498 | Currency: USD | Broker: |
| | | St: |

| Description | Quantity | UOM | Price | Amount |
|--|----------|-----|-------|----------|
| Onions Yellow US #1 50# Bag Super Colossal Kingston Unspecified Product of ID, USA | 45 | bag | 10.50 | 472.50 |
| Onions Yellow US #1 50# Bag Colossal Kingston TRH Product of CA, USA | 45 | bag | 8.35 | 375.75 |
| Onions Yellow US #1 50# Bag Jumbo Kingston FC Product of CA, USA #15 | 135 | bag | 7.50 | 1,012.50 |
| Onions Red US #1 25# Bag Jumbo Kingston Unspecified Product of CA, USA | 90 | bag | 7.00 | 630.00 |
| Onions White US #1 50# Bag Jumbo Unspecified FC Product of CA, USA | 45 | bag | 14.00 | 630.00 |
| Pallets - Onions | 7 | | 8.00 | 56.00 |
| INVOICE TOTAL: | 360 | | | 3,176.75 |



VINU2Y00010100045474000

For product originating from Yuma, AZ, all sales FOB no grade contract with Good Delivery Standards applying, excluding bruising and/or discoloration following bruising. In addition, also excluded from this contract are all effects related to freeze damage, including epidermal peel.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 7 U.S.C 499(e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. All claims for loss or damage must be accompanied by paid freight bill bearing notation of agent of delivering carrier, certified weight master or by Federal Government inspector setting forth condition and other matter forming basis of claim, also affidavit of consignee stating date of arrival, condition and amount of loss. All Claims for short weight must be accompanied by a properly attested public scale weight receipt. In the event any action or proceeding is commenced to enforce the terms of this transaction or our PACA trust rights, buyer agrees to pay all costs of enforcement, including all attorneys' fees, together with any costs and expenses, as additional sums owed in connection with this transaction. Finance charges will accrue on any past-due balance at the rate of 1.5% per month (18% per annum), or the maximum rate of interest allowable by law, and will be computed daily and compounded annually. Promotional allowances or volume discounts may apply to this invoice.

Item #16



**PRODUCE ALLIANCE GROWER/SHIPPER CONTRACT: LIMONEIRA
GRASMICK**

| ITEM DESCRIPTION | Q2 | Q3 | Q4 | NOTES |
|-------------------------|---------|---------|---------|---------------------------|
| ORANGE CHOICE 113CT #16 | \$9.85 | \$11.85 | \$14.85 | 6800 Cases – Annual Usage |
| ORANGE FANCY 88CT | \$12.85 | \$14.85 | \$16.85 | |
| LEMON CHOICE 115CT | \$19.35 | \$19.35 | \$24.35 | |

- Duration of the Agreement:** November 1, 2019 through October 31, 2020
- Program Type:** Quarterly FOB
- Warranty:** Limoneira agrees that the product/commodities it provides pursuant to this Agreement are in conformance with Produce Alliance's quality standards; are fit and sufficient for the purposes intended by Produce Alliance and their customers, are of merchantable quality, and are produced, held and stored in conformance with all necessary food safety practices. Produce Alliance or its distributors may reject all or any portion of any shipment for failing to meet these standards.
- Usage/Exclusion of Liability:** Member usage will be provided in separate documentation from time to time throughout the term of this Agreement. Produce Alliance shall not be liable under any circumstances for the failure of its growers to meet stated volume estimates that may be provided pursuant to this Agreement at any time during the term hereof.
- Force Majeure:** Neither party shall be liable for the failure to perform under this agreement if the non-performance is caused by strikes, work stoppages, acts of terrorism, fuel or energy crises, or "Acts of God" causing shortage of product which are beyond the control of either party. Performance shall be suspended only for the period of the condition constituting force majeure remains in effect.

By: Stephanie Fyle
Stephanie Fyle, Chief Procurement Officer
Produce Alliance, LLC

By: _____
Brad Foley
Grasmick

Date: 3-9-2020

Date: _____

By acceptance of this information you agree that this information is the sole property of Produce Alliance and cannot be used for any purpose other than in connection with your dealings with Produce Alliance. You also agree not to disclose to any person any portion of the Confidential Material and not to make copies of this material except as necessary in connection with your relationship with Produce Alliance, and to use all reasonable and prudent efforts to protect and safeguard the Confidential Material from misuse, loss, theft, publication or the like.



C.H. Robinson, Inc.
dba Robinson Fresh
14701 Charlson Road
Eden Prairie, MN 55347
USA
Fed Tax ID: 41-1956721

INVOICE

Invoice #: 540685

Invoice: Jan 10, 2019

Ship: Jan 04, 2019

Pay Terms: Net 21 Days

Sold To: Grasmick Produce Co Inc
215 EAST 42ND STREET
Boise ID 83714
USA

Ship To: Grasmick Produce Co Inc
215 EAST 42ND STREET
Boise ID 83714
USA

Page 1 of 2

| | | |
|----------------------|----------------------------|-----------------------------|
| Sale Terms: FOB Divd | Salesperson: KIEHJAM - 162 | Carrier: BRAVO TRUCKING LLC |
| Order: Jan 03, 2019 | Via: | Trailer lic: TH3799 St: ID |
| Cust PO: 72497 | Currency: USD | |

| Product ID | Description | Quantity | UOM | Price | Amount |
|------------|--|----------|-----|-------|----------|
| 10342 | Bell Pepper BUSHEL 1 1/9 MEDIUM Good Delivery Green <u># 17</u> Conventional . Product of MEX | 161 | CTN | 23.70 | 3,815.70 |
| 2945 | Bell Pepper BUSHEL 1 1/9 <u>X LARGE</u> Good Delivery Green Conventional . Product of MEX | 21 | CTN | 28.70 | 602.70 |
| 36680 | Bell Pepper BUSHEL 1 1/9 MEDIUM Good Delivery Red Conventional . Product of MEX | 168 | CTN | 42.70 | 7,173.60 |
| 38318 | Bell Pepper BUSHEL 1 1/9 MEDIUM Good Delivery Yellow Conventional . Product of MEX | 20 | CTN | 36.70 | 734.00 |
| 2981 | Chili Pepper BUSHEL 1 1/9 Good Delivery Jalapeno Conventional . Product of MEX | 49 | CTN | 45.25 | 2,217.25 |
| 11574 | Chili Pepper BUSHEL 1 1/9 Good Delivery Anaheim Conventional . Product of MEX | 10 | CTN | 19.25 | 192.50 |
| 2983 | Squash Soft BULK-CTN 20 LB MEDIUM Good Delivery Zucchini Conventional . Product of MEX | 80 | CTN | 17.55 | 1,404.00 |
| 34110 | Squash Soft BULK-CTN 20 LB MEDIUM Good Delivery Yellow Conventional . Product of MEX | 80 | CTN | 20.55 | 1,644.00 |
| 9617 | Watermelon BULK-CTN 6 CT Good Delivery Seedless Conventional . Product of MEX | 32 | CTN | 36.75 | 1,176.00 |
| 9858 | Cucumber BUSHEL 1 1/9 SUPERSELCT Good Delivery Green Conventional . Product of MEX | 42 | CTN | 19.95 | 837.90 |

The perishable agricultural commod/
Commodities act, 1930 (7 U.S.C.4)
products derived from these
You agree to pay interest at 1.'



...and subject to the statutory trust authorized by section 5C of the Perishable Agricultural
...trust claim over these commodities, all inventories of food or other
...commodities until full payment is received.
...est and attorney's fees necessary

UIN2Y00010100035007000

Deposit of a check for less than full amount

, nor a full settlement of this

Invoice, without

The terms and conditions above, and those related to any specific service provided by us, including ...bilty, constitute the complete agreement
and contract of the parties, and may only be altered in a written agreement signed by both parties.

V40869

Item #17

Total Produce Company, Inc.2787 W. Bullard Ave., Suite 109D
Fresno, CA 93711

Tel: (877) 930-8800

Fax: (559) 431-8820

Invoice

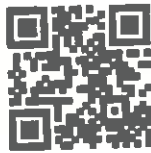
| Date | Invoice # |
|-----------|-----------|
| 5/10/2019 | 24743 |

| |
|---|
| Bill To |
| Grasmick Produce Co., Inc. P.O. Box 45120 Boise, ID 83711 |

| |
|---|
| Ship To |
| Grasmick Produce Co., Inc. P.O. Box 45120 Boise, ID 83711 |

| Ship Date | P.O. Number | Terms | Via |
|-----------|-------------|--------|---------|
| 5/9/2019 | 75617 | Net 10 | Fontier |

| Quantity | Item | Description | Price Each | Amount |
|----------|--------------|-------------------------------------|------------|----------|
| 168 | Bell Peppers | 25# Choice Red Produce of Mexico | 21.45 | 3,603.60 |
| 224 | Bell Peppers | 25# Choice Green #17 | 13.45 | 3,012.80 |
| 120 | Corn | 4dz Bi-color Produce of USA | 15.45 | 1,854.00 |



VINU2Y00010100040069000

Thank you for your business.

Total \$8,470.40**Balance Due** \$8,470.40

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from those commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

V45466

Item #17



Legacy Farms, LLC
1765 W Penhall Way, Anaheim, CA, 92801

Invoice NO: 34012
Invoice Date: 09/04/2019
Ship Date: 09/04/2019

Sold To:
Grasmick Produce Co, Inc
215 East 42nd
Boise
ID, 83714

Ship To:
Grasmick Produce Co, Inc
215 East 42nd
Boise
ID, 83714

PO Number: 78536

Customer Code: 10071

Carrier:

| QTY | DESCRIPTION | COUNTRY | WEIGHT | UNIT COST | EXTENSION |
|-----|------------------------------------|---------|--------|-----------|------------|
| 28 | Chili Tomatillo 38# . MX | MX | | 13.95 | \$390.60 |
| 10 | Chili Serrano 38# . MX | MX | | 17.95 | \$179.50 |
| 28 | Chili Pasilla 22# WIREBOUND MX | MX | | 17.95 | \$502.60 |
| 80 | Plums Black 60 28# . US | US | | 17.95 | \$1,436.00 |
| 56 | Bell Pepper Green Choice 25# . US | US | | 12.50 | \$700.00 |
| 56 | Bell Pepper Red Choice 25# . US | US | | 14.50 | \$812.00 |
| 21 | Bell Pepper Yellow Choice 25# . MX | MX | | 22.50 | \$472.50 |
| 16 | Eggplant 18ct . US | US | | 14.50 | \$232.00 |
| 10 | Chili Anaheim 24# WIREBOUND US | US | | 16.95 | \$169.50 |
| 50 | Cucumber Hot House 12ct . CA | CA | | 13.95 | \$697.50 |
| 80 | Squash Italian Medium 25# . US | US | | 9.50 | \$760.00 |
| 32 | Squash Yellow Medium 25# . US | US | | 10.95 | \$350.40 |
| 48 | Squash Yellow Medium 25# . US | US | | 12.50 | \$600.00 |
| 80 | Tomatoes Loose 4x5 25# . US | US | | 12.95 | \$1,036.00 |
| 160 | Tomatoes Roma Extra Large 25# . MX | MX | | 13.95 | \$2,232.00 |



VINU2Y00010100045466000



**PRODUCE
ALLIANCE**

100 Lexington Drive
Suite 201
BUFFALO GROVE, IL 60089
Phone: 847-808-3030
Fax: 847-808-3246

V36203

Item #18

INVOICE

Number 0762926A
Date 01/10/19
Ship 01/10/19
Pay Terms NET 30 DAYS

**PLEASE NOTE NEW
REMITTANCE ADDRESS:**

**PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762**

Page
1 of 1

**Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120**

**Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715**

| | | |
|-----------------------|------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Che Dixon | Carrier: CUSTOMER'S TRUC |
| Order: 0762926A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 72601 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|------------------------------|-----------|--------|----------|---------|---------|
| POTATO IDAHO 40 CT | CASE | USA | 35 | 7.00 | 245.00 |
| POTATO IDAHO 50 CT | CASE | USA | 7 | 8.00 | 56.00 |
| POTATO IDAHO 60 CT | CASE | USA | 70 | 10.00 | 700.00 |
| POTATO IDAHO 70 CT | CASE | USA | 14 | 10.00 | 140.00 |
| POTATO IDAHO 80 CT | CASE | USA | 42 | 8.75 | 367.50 |
| POTATO IDAHO 90 CT #18 | CASE | USA | 196 | 8.50 | 1666.00 |
| POTATO IDAHO 100 CT | CASE | USA | 21 | 8.50 | 178.50 |
| POTATO IDAHO 120 CT | CASE | USA | 7 | 8.50 | 59.50 |
| POTATO IDAHO NON A | CASE | USA | 24 | 6.00 | 144.00 |
| PAPER | | | | | |
| POTATO IDAHO 10 OZ US 2 | SACK 50# | USA | 54 | 6.50 | 351.00 |
| PAPER | | | | | |
| POTATO IDAHO 10 OZ US 2 | SACK 50# | USA | 30 | 6.50 | 195.00 |
| PAPER | | | | | |
| POT RUSSET ID 5/10 TINT POLY | BAG | USA | 50 | 5.50 | 275.00 |
| POT RUSSET ID 10/5 TINT POLY | BAG | USA | 40 | 6.50 | 260.00 |
| PALLETS | EACH | USA | 1 | 8.00 | 8.00 |



VINU2Y000101000362030001

Sub Total 4645.50
Tax .00
591 *Total 4645.50

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

Item #18

N40936



100 Lexington Drive
Suite 201
BUFFALO GROVE, IL 60089
Phone: 847-808-3030
Fax: 847-808-3246

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE

Number 0766702A
Date 05/09/19
Ship 05/09/19
Pay Terms NET 30 DAYS

Page
1 of 1

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|-----------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Ralph Stachura | Carrier: CUSTOMER'S TRUC |
| Order: 0766702A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 75606 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|-------------------------------------|-----------|--------|----------|---------|---------|
| POTATO IDAHO 40 CT | CASE | USA | 35 | 11.75 | 411.25 |
| POTATO IDAHO 50 CT | CASE | USA | 14 | 11.75 | 164.50 |
| POTATO IDAHO 60 CT | CASE | USA | 42 | 12.75 | 535.50 |
| POTATO IDAHO 70 CT | CASE | USA | 63 | 12.75 | 803.25 |
| POTATO IDAHO 80 CT | CASE | USA | 63 | 11.25 | 708.75 |
| POTATO IDAHO 90 CT #18 | CASE | USA | 245 | 8.00 | 1960.00 |
| POTATO IDAHO 100 CT | CASE | USA | 63 | 7.50 | 472.50 |
| POTATO IDAHO 110 CT | CASE | USA | 7 | 7.50 | 52.50 |
| POTATO IDAHO 120 CT | CASE | USA | 7 | 7.50 | 52.50 |
| POTATO IDAHO NON A PAPER | CASE | USA | 48 | 5.50 | 264.00 |
| POTATO IDAHO 10 OZ US 2 PAPER | SACK 50# | USA | 24 | 7.00 | 168.00 |
| POT ID 10 OZ US 2 CONTRACT PAPER | SACK 50# | USA | 18 | 6.50 | 117.00 |



VINU2Y00010100040936000

Sub Total 5709.75
Tax .00
629 *Total 5709.75

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

V46024

Item #18



100 Lexington Drive
Suite 201
BUFFALO GROVE, IL 60089
Phone: 847-808-3030
Fax: 847-808-3246

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE

Number 0770291A
Date 08/29/19
Ship 08/29/19
Pay Terms NET 30 DAYS

Page
1 of 1

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|-----------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Ralph Stachura | Carrier: CUSTOMER'S TRUC |
| Order: 0770291A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 78334 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|-------------------------------------|-----------|--------|----------|---------|---------|
| POTATO IDAHO 40 CT | CASE | USA | 28 | 21.00 | 588.00 |
| POTATO IDAHO 50 CT | CASE | USA | 21 | 21.00 | 441.00 |
| POTATO IDAHO 60 CT | CASE | USA | 63 | 21.00 | 1323.00 |
| POTATO IDAHO 70 CT | CASE | USA | 35 | 20.50 | 717.50 |
| POTATO IDAHO 80 CT | CASE | USA | 63 | 16.00 | 1008.00 |
| POTATO IDAHO 90 CT # 18 | CASE | USA | 147 | 14.00 | 2058.00 |
| POTATO IDAHO 100 CT | CASE | USA | 21 | 13.00 | 273.00 |
| POTATO IDAHO NON A PAPER | CASE | USA | 48 | 7.00 | 336.00 |
| POTATO IDAHO 10 OZ US 2 PAPER | SACK 50# | USA | 60 | 18.00 | 1080.00 |
| POT ID 10 OZ CONTRACT US 2 PAPER | SACK 50# | USA | 30 | 6.50 | 195.00 |
| POT RUS ID 5/10 POLY TINT NSA | BAG | USA | 15 | 6.00 | 90.00 |
| POT RUS ID 10/5 POLY TINT NSA | BAG | USA | 25 | 7.00 | 175.00 |



UINUZY00010100046021000

Sub Total 8284.50
Tax .00
556 *Total 8284.50

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

Item #19

Chris Gaskell

From: Jenna Nelson
Sent: Thursday, February 27, 2020 9:52 AM
To: Chris Gaskell
Subject: FW: Contract Potatoes IDOC Contract

Ok, here's the final contract for potatoes. 6.50 fixed, no trigger. I'll also fill this information into the excel sheet.



Grasmick Produce
Jenna Nelson
PROCUREMENT
o: (208) 376-3981
m: (208) 985-5312



Please see Page 3 for
details from the packer
And page 4 for the quote
from the packer

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Order online or download our app at orders.grasmickproduce.com

From: Weisman, Jeffrey <Jeff.Weisman@RubyCompany.com>
Sent: Thursday, February 27, 2020 9:49 AM
To: Jenna Nelson <jenna@grasmickproduce.com>
Subject: RE: Contract Potatoes

Fixed

From: Jenna Nelson <jenna@grasmickproduce.com>
Sent: Thursday, February 27, 2020 10:02 AM
To: Weisman, Jeffrey <Jeff.Weisman@RubyCompany.com>
Subject: RE: Contract Potatoes

Sorry, last question, would this be fixed, fixed with trigger?



Grasmick Produce
Jenna Nelson
PROCUREMENT
o: (208) 376-3981
m: (208) 985-5312



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From: Weisman, Jeffrey <Jeff.Weisman@RubyCompany.com>
Sent: Thursday, February 27, 2020 7:58 AM

To: Jenna Nelson <jenna@grasmickproduce.com>

Subject: RE: Contract Potatoes

Yes

From: Jenna Nelson <jenna@grasmickproduce.com>

Sent: Thursday, February 27, 2020 8:25 AM

To: Weisman, Jeffrey <Jeff.Weisman@RubyCompany.com>

Subject: RE: Contract Potatoes

Would we be able to do an on going contract each year while we have the customer? We would not need to start purchasing it until we win the bid, of course.



Grasmick Produce

Jenna Nelson

PROCUREMENT

o: (208) 376-3981

m: (208) 985-5312



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From: Weisman, Jeffrey <Jeff.Weisman@RubyCompany.com>

Sent: Thursday, February 27, 2020 7:24 AM

To: Jenna Nelson <jenna@grasmickproduce.com>

Subject: RE: Contract Potatoes

Yes we will do it from now through the end of this calendar year

From: Jenna Nelson <jenna@grasmickproduce.com>

Sent: Thursday, February 27, 2020 8:20 AM

To: Weisman, Jeffrey <Jeff.Weisman@RubyCompany.com>

Subject: RE: Contract Potatoes

Most of the contracts are yearly, some are quarterly. We would prefer yearly, but I know that's not always possible.



Grasmick Produce

Jenna Nelson

PROCUREMENT

o: (208) 376-3981

m: (208) 985-5312



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From: Weisman, Jeffrey <Jeff.Weisman@RubyCompany.com>
Sent: Thursday, February 27, 2020 7:18 AM
To: Jenna Nelson <jenna@grasmickproduce.com>
Subject: RE: Contract Potatoes

When would you like it for?

From: Jenna Nelson <jenna@grasmickproduce.com>
Sent: Thursday, February 27, 2020 8:16 AM
To: Weisman, Jeffrey <Jeff.Weisman@RubyCompany.com>
Subject: RE: Contract Potatoes

Would there be a specific duration for this contract?



Grasmick Produce
Jenna Nelson
PROCUREMENT
o: (208) 376-3981
m: (208) 985-5312



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Order online or download our app at orders.grasmickproduce.com

From: Weisman, Jeffrey <Jeff.Weisman@RubyCompany.com>
Sent: Wednesday, February 26, 2020 4:47 PM
To: Jenna Nelson <jenna@grasmickproduce.com>
Subject: Re: Contract Potatoes

Yes figure the same

On Feb 26, 2020, at 6:46 PM, Jenna Nelson <jenna@grasmickproduce.com> wrote:

We would be looking for the 50# bulk non-A's. Would you be able to quote that?

<image004.jpg> **Grasmick Produce**
Jenna Nelson
PROCUREMENT
o: (208) 376-3981
m: (208) 985-5312

<image005.png> <image006.png>

For alerts, specials, and updates please [subscribe](#) to our Fresh News newsletter.
Order online or download our app at orders.grasmickproduce.com

From: Weisman, Jeffrey <Jeff.Weisman@RubyCompany.com>

Sent: Wednesday, February 26, 2020 3:56 PM

To: Jenna Nelson <jenna@grasmickproduce.com>

Subject: Re: Contract Potatoes

We would offer a \$6.50 fob on 5/10#. Let me know how that looks.

*Page 3
Jeff commits to
Item 19 on
the bid*

On Feb 26, 2020, at 4:55 PM, Jenna Nelson <jenna@grasmickproduce.com> wrote:

Hi Jeff,

I am looking for a bid for a contract for one of our big customers on Non-A potatoes. I would be looking for the duration of the contract, yearly, quarterly, etc. And it would be for 72 cases a week. We have not been promised this business yet, just looking to see if we would be able to get a contract for their potatoes, and we would use this quote for the bid. Would you/Pleasant Valley be willing to offer a bid?

<[image001.jpg](#)> Grasmick Produce
Jenna Nelson
PROCUREMENT
o: (208) 376-3981
m: (208) 985-5312

<[image002.png](#)> <[image003.png](#)>

For alerts, specials, and updates please [subscribe](#) to our Fresh News newsletter.
Order online or download our app at orders.grasmickproduce.com

V 35479

Item #20



5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE

Number 0985393A
Date 12/26/18
Ship 12/26/18
Pay Terms NET 30 DAYS

Page
1 of 1

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0985393A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 72199 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|-----------------------------|-----------|--------|----------|---------|--------|
| LEEK 12 | CASE | USA | 25 | 12.25 | 306.25 |
| PARSLEY ITALIAN 60 | CASE | USA | 14 | 11.05 | 154.70 |
| PARSLEY CURLY 60 | CASE | USA | 14 | 11.05 | 154.70 |
| KALE 24 CT PENCIL | CASE | USA | 35 | 9.75 | 341.25 |
| ONION GREEN 48 CT | CASE | USA | 5 | 9.25 | 46.25 |
| KALE LACINATO 24 CT | CASE | USA | 35 | 10.85 | 379.75 |
| RADISH BULK 25# #20 | SACK | USA | 15 | 20.25 | 303.75 |
| ONION GREEN I/L LONG 6/2.5# | CASE | USA | 12 | 16.40 | 196.80 |



VINU2Y000181888354790001

25^{lb} 20.25
- 5
405

Sub Total 1883.45
Tax .00
155 *Total 1883.45

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 6(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

Item # 20



5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE

Number 0994650A
Date 04/29/19
Ship 04/29/19
Pay Terms NET 30 DAYS

Page
1 of 1

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 0994650A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 75371 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|---------------------|-----------|--------|----------|---------|--------|
| LEEK 12 | CASE | USA | 20 | 12.25 | 245.00 |
| PARSLEY ITALIAN 60 | CASE | USA | 14 | 11.05 | 154.70 |
| PARSLEY CURLY 60 | CASE | USA | 14 | 11.05 | 154.70 |
| KALE 24 CT | CASE | USA | 42 | 9.75 | 409.50 |
| PENCIL | | | | | |
| KALE LACINATO 24 CT | CASE | USA | 84 | 10.85 | 911.40 |
| RADISH BULK 25# | SACK | USA | 40 | 20.25 | 810.00 |



UINUZY00010100040507000

20.25
÷ 150
405 Per 5lb

Sub Total 2685.30
Tax .00
214 *Total 2685.30

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

V44944

Item #20



5400 Laurel Springs Parkway
Suite 1002
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

INVOICE

Number 1003585A
Date 08/19/19
Ship 08/19/19
Pay Terms NET 30 DAYS

Page
1 of 1

Sold To: GRASMICK PRODUCE CO. INC.
P.O. BOX 45120
BOISE, ID 83711-5120

Ship To: GRASMICK PRODUCE CO. INC.
215 E. 42nd STREET
BOISE, ID 83715

| | | |
|-----------------------|--------------------------|--------------------------|
| Sales Terms: FOB SALE | Salesperson: Curt Sloyer | Carrier: CUSTOMER'S TRUC |
| Order: 1003585A | Sale Type: FOB SALE | Trailer License: St: IL |
| Cust PO: 78033 | Currency: | |

| Description | Pack Size | Origin | Quantity | * Price | Amount |
|-----------------------------|-----------|--------|----------|---------|--------|
| LEEK 12 | CASE | USA | 10 | 12.25 | 122.50 |
| PARSLEY ITALIAN 60 | CASE | USA | 7 | 11.05 | 77.35 |
| PARSLEY CURLY 60 | CASE | USA | 7 | 11.05 | 77.35 |
| KALE 24 CT PENCIL | CASE | USA | 37 | 9.75 | 360.75 |
| KALE LACINATO 24 CT | CASE | USA | 21 | 10.85 | 227.85 |
| RADISH BULK 25# | SACK | USA | 32 | 20.25 | 648.00 |
| ONION GREEN I/L LONG 6/2.5# | CASE | USA | 12 | 16.40 | 196.80 |

#20

CAFE ZUPAS

2025
÷ 5
405 per 540



VINU2Y0001010004494000

Sub Total 1710.60
Tax .00
126 *Total 1710.60

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. *This invoice may not reflect any rebates, incentives, or discounts of any kind granted to customer. Interest on unpaid balance shall accrue at higher of 18% per year or maximum statutory rate. Buyer agrees to pay interest and any attorneys' fees and costs necessary to collect any balance due hereunder. All interest, attorneys' fees, and costs due seller shall be considered sums owing in connection with this transaction under the PACA trust.

V35739

Item #21

Church Brothers, LLC
P.O. Box 509
Salinas CA 93902-0509
USA
(831) 796-1000



INVOICE

Invoice #: 1154318
Invoice: Jan 3, 2019
Ship: Jan 3, 2019
Pay Terms: Net 21

Sold To: Grasmick Produce Company
215 E 42nd Street
Boise ID 83714
USA

Ship To: Grasmick Produce Company
215 E 42nd Street
Boise ID 83714
USA

Page 1 of 2

| | | | |
|---------------------------|-------------------------------|-------------------------|---------------|
| Sale Terms: FOB | Salesperson: Lisa Dias | Carrier: HANKS 2 | |
| Order: Jan 2, 2019 | Via: | Trailer l/c: | St: ID |
| Cust PO: 72417 | Currency: USD | Broker: | |

| Description | Quantity | UOM | Price | Amount |
|--|----------|-----|-------|----------|
| WL Romaine Romaine 10# Reg TrueLeaf Singles Product of USA | 2 | ctn | 12.35 | 24.70 |
| WL Green Leaf Green Leaf 10# Reg TrueLeaf Singles Product of USA | 16 | ctn | 12.35 | 197.60 |
| VA Red Cabbage Shred 4 x 5# Reg True Leaf Product of USA | 4 | ctn | 10.85 | 43.40 |
| VA Gr Cabbage Cole Slaw 4x5# w/sep bags Reg True Leaf Product of USA | 50 | ctn | 8.75 | 437.50 |
| VA Gr Cabbage Diced 4x5# 1/4"w/Bags Reg True Leaf Product of USA | 3 | ctn | 8.75 | 26.25 |
| VA Lettuce Chop 4 x 5# Reg True Leaf Product of USA | 10 | ctn | 8.60 | 86.00 |
| VA Romaine Chopped 8 x 2# Reg True Leaf Product of USA | 40 | ctn | 11.00 | 440.00 |
| VA Lettuce Shred 1/8" 4 x 5# Reg True Leaf Product of USA | 30 | ctn | 8.60 | 258.00 |
| Spinach Clipped ctn 4X2.5# Reg True Leaf Product of USA #21 | 90 | ctn | 11.00 | 990.00 |
| VA Lettuce Salad Mix 4 x 5# Mix Reg True Leaf Product of USA | 90 | ctn | 8.70 | 783.00 |
| VA Salad Blend Lett Rom 80L20R mix 4x5# Reg True Leaf Product of USA | 90 | ctn | 10.75 | 967.50 |
| Romaine Hearts 12 X 3ct Reg Church Brothers Product of USA | 14 | ctn | 10.25 | 143.50 |
| VA Cauli Florets 4 x 3# Reg True Leaf Product of USA | 8 | ctn | 19.50 | 156.00 |
| VA Salad Blend Lett Rom 80L20R mix 6x5# Reg True Leaf Product of USA | 70 | ctn | 16.15 | 1,130.50 |
| Spinach Clipped ctn 4X2.5# Stemless True Leaf Product of USA | 5 | ctn | 14.70 | 73.50 |
| VA Broccoli Florets 6 x 3# Reg True Leaf Product of USA | 6 | ctn | 19.85 | 119.10 |
| Carrot Shredded 4 X 5# Reg OP Product of USA | 6 | ctn | 15.00 | 90.00 |
| VA Gr Cabbage Chopped 1/2"x1/2" 3x2# Reg True Leaf Product of USA | 2 | ctn | 6.50 | 13.00 |
| VA Kale Chop 4x2.5# Reg True Leaf Product of USA | 4 | ctn | 20.90 | 83.60 |

ALL SALES F.O.B. NO GRADE CONTRACT. GOOD DELIVERY STANDARDS APPLY, EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING. IN ADDITION, ALSO EXCLUDED FROM THIS CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE INCLUDING EPIDERMAL PEEL.

PRICES MAY INCLUDE PROMOTIONAL ALLOWANCES OR VOLUME DISCOUNTS.

The perishable ag
Commodities Act,
products derh
Should any action
the interpretation



UINU2Y00010100035739000

vized by section 5c of the Perishable Agricultural
ee commodities, all inventories of food or other
ommodities until full payment is received.
ler or the rights and duties of any party hereto or
ich other relief as may be granted, an award as
g any judgment granted therein.

A FINA

applied to all PAST DUE ACCOUNTS.

Claims must be supported by Federal inspection. All sales F.O.B. unless otherwise stated.

This invoice represents our understanding of the transaction as consummated. Wire any contractual discrepancies upon its receipt, otherwise we will assume you consider it as correct.

V 40812

Item #21



GreenGate Fresh
PO Box 207869
Dallas, TX 75320

Sales Phone : (831) 783-1601
Sales Fax : (831) 783-1589
Website : www.greengatefresh.com

* SO152145 * Page 1

INVOICE

Invoice Number: 152145
Invoice Date: 5/7/2019
P.O. Number: 75594
Order No. 152145
Customer ID: GPC

| Bill To: | Ship To: |
|---|---|
| Grasmick Produce Co., Inc. 215 E. 42nd ST. Boise, ID 83711 United States | Grasmick Produce Co., Inc. 215 E. 42nd ST. Boise, ID 83711 United States |

For any adjustment to full invoice amount, please include detail of adjustment and discrepancy with your payment.

| F.O.B. POINT | Truck Name/No. | Order Number | P.O. Number |
|--------------|----------------|--------------|---------------|
| Salinas | ASP | 152145 | 75594 |
| Ship Date | Terms | SalesPerson | SITE |
| 5/7/2019 | Net 10 | Carl Shaug | GGF - Salinas |

| Item/Description | Location | Unit | Qty | Unit Price | Total Price |
|--|----------|------|--------|------------|-------------|
| 0120 Lettuce Shred 1/8" 4-5lb | 2040 | Box | 250 | \$9.30 | \$2,325.00 |
| 0310 Romaine Chopped USA 6-2lb bags | 2040 | Box | 380 | \$11.15 | \$4,237.00 |
| 0465 Standard Cello Spinach USA (GGF) 4-2.5lb bags | 2040 | Box | #21 72 | \$10.20 | \$734.40 |
| S946 Pallet Charges (sales orders) | 2040 | Each | 8 | | |



VINU2Y00010100040012000

PACA Statement



The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

A finance charge calculated at the rate of 15% per month (18% annually), or at the highest rate permitted by law, will be applied to all past due accounts. In addition, should any action be commenced between the parties to this contract concerning the sums due or the rights and duties of any party to this contract or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award for the actual attorney's fees and costs in bringing the action and/or enforcing any judgment granted in the action.

| | |
|-------------------|------------|
| Subtotal: | \$7,296.40 |
| Tax: | \$0.00 |
| | \$7,296.40 |
| Invoice Discount: | \$0.00 |
| Total: | \$7,296.40 |

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

M45398

Item #21

Church Brothers, LLC
P.O. Box 509
Salinas CA 93902-0509
USA
(831) 796-1000



INVOICE

Invoice #: 1247865
Invoice: Sep 4, 2019
Ship: Sep 4, 2019
Pay Terms: Net 21

Sold To: Grasmick Produce Company
215 E 42nd Street
Boise ID 83714
USA

Ship To: Grasmick Produce Company
215 E 42nd Street
Boise ID 83714
USA

Page 1 of 1

| | | |
|---------------------------|-------------------------------|----------------------------------|
| Sale Terms: FOB | Salesperson: Lisa Dias | Carrier: SBT TRUCKING 270 |
| Order: Sep 4, 2019 | Via: | Trailer I/c: St: |
| Cust PO: 78523 | Currency: USD | Broker: |

| Description | Quantity | UOM | Price | Amount |
|---|------------|-----|-------|-----------------|
| Bok Choy Naked 30# Reg Church Brothers Product of USA | 2 | ctn | 11.00 | 22.00 |
| Green Cabbage Naked 45# Reg Church Brothers Product of USA | 15 | ctn | 12.50 | 187.50 |
| VA Specialty Cilantro 4 x 1# PP Reg True Leaf Product of USA | 32 | ctn | 10.50 | 336.00 |
| Frisee Liner 12 Reg Tuscan Product of USA | 1 | ctn | 10.00 | 10.00 |
| Butter Lettuce Liner 24 Reg Church Brothers Product of USA | 7 | ctn | 10.25 | 71.75 |
| Spring Mix PP 5 x 3# Reg True Leaf Product of USA | 20 | ctn | 21.00 | 420.00 |
| VA Broccoli Florets 6 x 3# Reg True Leaf Product of Mexico | 12 | ctn | 20.05 | 240.60 |
| VA Cauli Florets 4 x 3# Reg True Leaf Product of USA | 8 | ctn | 18.75 | 150.00 |
| Green Onions Iceless 4X2# Reg Church Brothers Product of Mexico | 12 | ctn | 11.25 | 135.00 |
| Spinach Clipped ctn 4X2.5# Reg True Leaf Product of USA #21 | 10 | ctn | 11.00 | 110.00 |
| INVOICE TOTAL: | 119 | | | 1,682.85 |

Please placard all order #'s on the pallets



VINU2Y00010100045398000

ALL SALES F.O.B. NO GRADE CONTRACT. GOOD DELIVERY STANDARDS APPLY, EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING. IN ADDITION, ALSO EXCLUDED FROM THIS CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE INCLUDING EPIDERMAL PEEL.

PRICES MAY INCLUDE PROMOTIONAL ALLOWANCES OR VOLUME DISCOUNTS.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 498e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Should any action be commenced between the parties to this contract concerning the sums due hereunder or the rights and duties of any party hereto or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award as and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgment granted therein.

A FINANCE CHARGE calculated at the rate of 1 1/2% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

Claims must be supported by Federal Inspection. All sales F.O.B. unless otherwise stated.

This invoice represents our understanding of the transaction as consummated. Wire any contractual discrepancies upon its receipt, otherwise we will assume you consider it as correct.



Item #22 & 23

Tomato Supply Agreement

Parties to the Agreement:

Andrew & Williamson Fresh Produce (A&W) "Seller" and Grasmick Produce Inc., "Buyer"

1. Premium Vine Ripened Tomatoes

Commodities: Roma Tomatoes, 6x6 3 layers, 5x5 2 layers

Label: GoodFarms/ Limited Edition/ ETC.

Contract Period: June 1st, 2020 to May 31st 2021

Color: Color will be a stage 4.0 to 5.0 (full red) upon arrival at Distribution Center.

Quantity: 240 Ex Large/ 240 Large weekly

Quality: Tomatoes will be a minimum of 90% US #1 grade on arrival for Tomatoes based on USDA grade standards to the forward distributor.

Pricing: The base contracted pricing is FOB.

| | |
|------------------|---|
| #22 Roma | \$13.00 FOB Estimated 1300 cases annually |
| #23 6x6 3 layers | \$12.95 FOB Estimated 300 cases annually |
| 5x5 2 layers | \$12.95 FOB Estimated usage TBD |

Fuel Surcharge:

The pricing listed on our proposal reflects our freight costs. If fuel costs increase significantly, Seller reserves the right to review our cost structure with Buyer as it pertains to fuel costs.

Performance Excused:

The parties shall be excused from performing their obligations, either in part or in total, under this agreement so long as, and to the extent that, the performance thereof shall be made impossible, or unlawful by war, labor strike, freeze, disease, crop disease, pestilence, or weather related natural disaster, or any act or orders of governmental or military authorities (a "Force Majeure Event"). The party affected directly by the Force Majeure Event shall notify and supply the other party within twenty-four (24) hours documentation that supports the occurrence of the Force Majeure Event and shall take all reasonable steps to cure the Force Majeure Event.

Termination:

This Agreement may be terminated by either or both companies at any time by giving thirty (30) days written notice. A&W shall be entitled to any and all payments for deliverables in progress. No supply guarantee will be enforced in the event of an Act of God/ Force Majeure.



Agreement:

This Agreement, and "Grasmick Produce, Inc." purchase order terms and conditions represent the full understanding and agreement of the parties hereto. No party may rely upon verbal or other agreements except as specifically incorporated into this Agreement. This Agreement may only be modified in writing, signed by both parties to this Agreement. Andrew & Williamson Fresh Produce is also a signatory of the Tomato Suspension Agreement Established September 19th, 2019.

Agreed to:

Andrew & Williamson Fresh Produce | Good Farms

Agreed to:

Grasmick Produce, Inc

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____



WEIGHT CONVERSION FOR LETTUCE

On the bid, the stated weight for green leaf, iceberg and red leaf lettuce vary from the pack sizes Grasmick carries. The differences are as follows:

| | Bid Pack | GP Pack |
|------------|----------|---------|
| Green Leaf | 20lb. | 24ct. |
| Iceberg | 50lb. | 24ct. |
| Red Leaf | 20lb. | 24ct. |

The size and mass of each of these products vary from time to time throughout the year, so to converting count to weight is not possible.

The pricing stated in Grasmick Produce's bid is based on count per case, not by weight. (as set forth in the above table)



WEIGHT CONVERSION FOR PETITE BANANAS

For the January portion of the bid for the stated unit of measure for petite bananas is a 50lb case. Grasmick only carries a 40lb/150ct case. Please see below for our math conversion:

\$13.93 per shippers stated 40lb pack size

/40lb

\$.348 per pound

X 50lb

\$17.40 per 50lb

For the May portion of the bid for the stated unit of measure for petite bananas is a 50 lb case. Grasmick only carries a 40lb/150ct case. Please see below for our math conversion:

\$12.68

/40lb

\$.317 per pound

X 50lb

\$15.85 per 50lb

For the September portion of the bid for the stated unit of measure for petite bananas is a 50lb case. Grasmick only carries a 40lb/150ct case. Please see below for our math conversion:

\$12.68

/40lb

\$.317 per pound

X50lb

\$15.85 per 50lb



January 16, 2020

To Whom It May Concern:

I am writing to support the services of Grasmick Produce. The Nampa School District has been a beneficiary of their service and products for many years and can attest to their service capabilities.

I have received quality products and delivery to our 24 food service facilities on a weekly basis. Grasmick Produce, under the direction of Chris Gaskell, has provided Nampa School District with notable customer service, knowledge, and is quick to resolve concerns. I am satisfied with their services at this time.

Any follow-up questions are encouraged.

Sincerely,

Michelle Eggers
Nutrition Services Supervisor/Compliance, Nampa School District 11131
208-468-4607 Ext. 5725 | 208-965-5264 | meggers@nsd131.org
<http://mylunchbox.com>
8076 E. Executive Drive Nampa, ID, 83687

Inspiring Excellence — Every Child, Every Day

619 S. Canyon St. Nampa, ID 83686
www.nsd131.org



Elsie Arntzen, Superintendent

PO Box 202501
Helena, MT 59620-2501
406.444.5643
In-State Toll-free: 1.888.231.9393
TTY Users: 406.444.0235
opi.mt.gov

OFFICE OF PUBLIC INSTRUCTION
STATE OF MONTANA

Putting Montana Students First **A⁺**



January 17, 2020

Grasmick Produce is the sole vendor for the USDA DoD Fresh program in Montana. In this capacity, Grasmick sources and delivers American-grown product to 100 schools in Montana. Orders for the 2020 school year are valued at \$585,000.

Grasmick has demonstrated a commitment to providing excellent service, and in the 2+ years they have held the contract our program participation has increased, and complaints have decreased. Schools present unique challenges for deliveries due to hours of operation and schedule variability, but Grasmick has worked within these constraints to develop a shipment schedule that allows any school in our state to receive a delivery either weekly or bi-weekly.

There seems to be no end to the extreme weather conditions that our State can generate, but order delays are clearly communicated and handled efficiently.

In the event of a food safety alert (such as the romaine lettuce advisory issued in November of 2019 by the Centers for Disease Control) it is reassuring to know that Grasmick Produce has procedures in place to identify any product that could be affected, where it was delivered, and quickly communicate that information to the end user.

It is a pleasure to work with this company; I would recommend Grasmick Produce to any organization seeking the benefits of dealing with a large supplier with the individualized service typically associated with a small, local vendor. Please contact me if I can provide additional information.

Sincerely,

A handwritten signature in cursive script that reads "Pam Fruh".

Pam Fruh
Food Distribution Manager
School Nutrition Programs

- Phone: 406-444-4412
- Mobile: 406-439-1344
- Website: <http://opi.mt.gov/>
- Email: pamela.fruh@mt.gov



West Ada

SCHOOL DISTRICT

January 15, 2020

To whom it may concern:

I am writing you this letter to recommend the products and services of Grasmick Produce.

Grasmick have been our supplier for the past several years for our School Nutrition Program. We have 48 schools that require weekly delivery service with most schools receiving orders twice per week.

Chris Gaskell and his team provide West Ada excellent customer service, attention to detail and is quick to resolve any issues that may arise.

I am happy to recommend Grasmick Produce. If you have any questions, please feel free to contact me.

Sincerely,

Jessica Hild, SNS
Supervisor – School Nutrition Services
West Ada School District
208-350-5109 – Office
Hild.jessica@westada.org - email

Event Summary - 2019 Fresh Produce ITB

| | | | |
|--------------|-------------------|---------------|------------------------------|
| Type | Invitation to Bid | Number | ITB20200308 |
| Organization | StateofIdaho | Currency | US Dollar |
| Event Status | Under Evaluation | Work Group | Idaho Division of Purchasing |
| Exported on | 4/16/2020 | Exported by | Jason Urquhart |
| | | Payment Terms | 0% 0, Net 30 |

Custom Data

Sourcing Additional Information

Bid and Evaluation

| | | | |
|------------------|-------|-------------------------|----|
| Respond by Proxy | Allow | Use Panel Questionnaire | No |
| Sealed Bid | Yes | Auto Score | No |
| | | Cost Analysis | No |
| Alternate Items | No | Confidential Pricing | No |

Visibility and Communication

Visible to Public Yes

Enter a short description for this public event

2019 Fresh Produce ITB

NIGP Codes

| NIGP Code | Description |
|-----------|---------------|
| 390-28 | Fruits, Fresh |
| 019-90 | Vegetables |

Event Dates

| | |
|--------------|--|
| Time Zone | MDT/MST - Mountain Standard Time (US/Mountain) |
| Released | - |
| Open | 12/20/2019 4:00 PM MST |
| Close | 4/6/2020 5:00 PM MDT |
| Sealed Until | 4/7/2020 10:30 AM |
| | Show Sealed Bid Open Date to Supplier |
| Q&A Close | 4/6/2020 5:00 PM MDT |

Event Users

Jason Urquhart

jason.urquhart@adm.idaho.gov

Phone +1 208-332-1608

Description

See administrative information within buyer attachments.

Prerequisites

★ Required to Enter Bid

1 ★ Instructions To Supplier :

Download the Required Bid Submission Items Checklist. This section tells you what this Sourcing Event requires in order to be accepted. Upload into Supplier Attachments as part of your bid.

Prerequisite Content:

Required Bid Submission Items Checklist

2019 Fresh Produce Req Bid Sub Items Cklist.doc ../Attachments/PrereqAttachments/2019 Fresh Produce Req Bid Sub Items Cklist.doc

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

Yes

2 ★ Instructions To Supplier :

Please review and confirm your agreement to the Terms and Conditions for the ITB.

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

Prerequisite Content:

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.

3 ★ **Instructions To Supplier :**

Please review and confirm your agreement to the FOB Destination Description.

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

Prerequisite Content:

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

4 ★ **Instructions To Supplier :**

Please review and agree to the Insurance Requirements for this ITB.

Prerequisite Content:

Insurance Requirements

2019 Fresh Produce Insurance.doc ../Attachments/PrereqAttachments/2019 Fresh Produce Insurance.doc

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

5 ★ **Instructions To Supplier :**

Please review and confirm your agreement to the Proposal Discussions.

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

Prerequisite Content:

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.

6 ★ **Instructions To Supplier :**

Download and fill out the Cover Form in it's entirety. Upload Cover Form when completed to the Supplier Attachments section of this Sourcing Event.

Prerequisite Content:

COVER FORM

2019 Fresh Produce Cover form.docx ../Attachments/PrereqAttachments/2019 Fresh Produce Cover form.docx

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

Yes

7 ★ **Instructions To Supplier :**

Please download fill out and upload the signature page.

Prerequisite Content:

Mandatory Signature Page

Signature-Page-ITB-RFP.pdf ../Attachments/PrereqAttachments/Signature-Page-ITB-RFP.pdf

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

Yes

8 ★ **Instructions To Supplier :**

Please download and acknowledge receipt of the attached Special Terms and Conditions.

Prerequisite Content:

Special Terms and Conditions

2019 Fresh Produce Spec Ts and Cs.doc ../Attachments/PrereqAttachments/2019 Fresh Produce Spec Ts and Cs.doc

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

9 ★ **Instructions To Supplier :**

Please download and acknowledge receipt of the attached Requirements.

Prerequisite Content:

Requirements

2019 Fresh Produce Requirements.doc ../Attachments/PrereqAttachments/2019 Fresh Produce Requirements.doc

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

10 ★ **Instructions To Supplier :**

Please download and acknowledge receipt of the attached Appendices.

Prerequisite Content:

Appendices

2019 Fresh Produce Appendices.doc ../Attachments/PrereqAttachments/2019 Fresh Produce Appendices.doc

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

11 ★ **Instructions To Supplier :**

Please download and acknowledge receipt of the Administrative Information document.

Prerequisite Content:

Administrative Information

2019 Fresh Produce Administrative Information.doc ../Attachments/PrereqAttachments/2019 Fresh Produce Administrative Information.doc

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

12 ★ **Instructions To Supplier :**

Please download the attached Amendment 1, complete and sign, and upload completed form under Supplier Attachments.

Prerequisite Content:

Amendment 1

ITB20200308 Amend One.docx ../Attachments/PrereqAttachments/ITB20200308 Amend One.docx

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

13 ★ **Instructions To Supplier :**

Please download the attached Amendment 2, complete and sign, and upload completed form under Supplier Attachments.

Prerequisite Content:

Amendment 2

ITB20200308 Amendment Two.docx ../Attachments/PrereqAttachments/ITB20200308 Amendment Two.docx

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

14 ★ Instructions To Supplier :

Please download the attached Amendment 3, complete and sign, and upload completed form under Supplier Attachments.

Prerequisite Content:**Amendment 3**

ITB20200308+Amendment +Three.pdf ../Attachments/PrereqAttachments/ITB20200308+Amendment+Three.pdf

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

15 Instructions To Supplier :

Please download the attached Amendment 4, complete and sign, and upload completed form under Supplier Attachments.

Prerequisite Content:**Amendment 4**

ITB20200308 Amendment Four.pdf ../Attachments/PrereqAttachments/ITB20200308 Amendment Four.pdf

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

Buyer Attachments

| | | |
|----------------------------------|------------------|---------------------------------|
| Attachment 1 - Bidder Questions | Attachment 1.doc | ../Attachments/Attachment 1.doc |
| Attachment 2 - Pre-Bid Telephone | Attachment 2.doc | ../Attachments/Attachment 2.doc |

Page 1

Group 1

- | | |
|-----|---|
| 1.1 | Please download and complete the attached bid schedule and upload a finalized version within this question. ★ |
| | File Upload |
| | Bid Schedule - 02 - ../Attachments/QuestionAttachments/2019 Fresh Produce Bid Schedule_02.xls |

| # | Item Name, NIGP Code, Description | Qty. | UOM | Target Price | Allow Alternates | Requested Delivery |
|------|--|------|-----------|--------------|------------------|--------------------|
| P1.1 | Grand Total, Fresh Produce | 1 | YR - Year | - | | - |
| | 390-28 - Fruits, Fresh / Please insert the value from the Grand Total, Fresh Produce line in the Bid Schedule attachment here. | | | | | |

Service Line Items

There are no Items added to this event.

Price Components

There are no Price Components added to this event.

Suppliers

Clyde Armory INC (Clyde Armory INC)

Progress Intention Not Declared

Robert Ford

lesales@clydearmory.com

StreamGlobal Solutions ILLC (StreamGlobal Solutions LLC)

Progress No Bid

Harry Jeffries

harry.jeffries@streamgloballlc.com

Buona Fortuna Foods LLC

Progress Event Not Viewed

Mrs.Siana Poretti

siana@calhealthyharvest.com

C&B OPERATIONS LLC

Progress Event Not Viewed

SHAYNE HANSENS

hansens@deerequipment.com

TIM SCHULZ

schulzt@deerequipment.com

BS & R Equipment (BS&R Design & Supplies)

Progress No Bid

Tim Carroll

sales@bsrequipment.com

Bonneville L.R. Co LLC (Bonneville Services)

Progress Event Not Viewed

Todd Lloyd

Todd@bonneville.services

WASATCH IT SOLUTIONS, L.L.C.

Progress Intention Not Declared

Hamid Tayeb

htayeb@wasatchitsolution.com

Bids Supply

Progress Event Not Viewed

Sandy Deutsch

info@bidssupply.com

Mindy Peper- Sole Proprietor

Progress Intention Not Declared

Mindy Peper

MINDYPEPER@hotmail.com

LANGRAND AND COMPANY LLC (Langrand)

Progress Intention Not Declared

Diane Tucker

diane@thinklangrand.com

Inland Fresh

Progress Response In Progress

Sandy James

SANDYJAMES@LIVE.COM

IPro Supplier

Progress Intention Not Declared

Karen's Test Supplier

ipro@adm.idaho.gov

Simco Foods

Progress Event Not Viewed

Joice Tan

joice@simco.us

David Sims

bid@simco.us

Food Services of America

Progress Response In Progress

Sandy Pickrel

sandy_pickrel@fsafood.com

Food Services of America

Progress Event Not Viewed

Joe Lorcher

joe_lorcher@fsafood.com

Carmen Steele

carmen_steele@fsafood.com

Vickie Carpenter

Vickie_Carpenter@fsafood.com

Top 3 AF (Top 3 AF)

Progress Intention Not Declared

forq benedict

idahoprocurement@hotmail.com

Argo Company, Inc.

Progress Event Not Viewed

Brent Trappen

brent@argocompany.com

FREEDOM ELECTRICAL AND AGRICULTURAL

Progress Event Not Viewed

Steve Jeffers

sjeffers@featengineering.com

Bob Barker Company Inc.

Progress Event Not Viewed

Irene Watson

bidnotices@bobbarker.com

R & D MARKETING

Progress Event Not Viewed

JOHN MORRIS

RDMARKETING@YAHOO.COM

Vistar

Progress Event Not Viewed

Mr. Sean Mahoney
bids@jennyservice.co

Sean Mahoney
smahoney@pfgc.com

Sysco Idaho Inc. (Sysco Idaho)

Progress Response In Progress

Derek Sauerwein
sauerwein.derek@idaho.sysco.com

Energy Management Corporation (Energy Management Corporation)

Progress Intention Not Declared

Bidspec Team
bidspec@emcsolutions.com

CHARM-TEX

Progress Event Not Viewed

STAN Danzger
stan@charm-tex.com

atlantic beverage company

Progress Event Not Viewed

Mr. elliot braun
elliot.braun@atlanticbeverageco.com

UNITED BEHAVIORAL HEALTH

Progress Intention Not Declared

Sara Bartles
sara.bartles@optum.com

Shamrock Foods Co. (Shamrock Foods Company)

Progress Response In Progress

Kendra Hauber
Kendra_hauber@shamrockfoods.com

Heidi Allison
heidi_allison@shamrockfoods.com

Agnew::Beck Consulting

Progress Intention Not Declared

Aaron Mondada
aaron@agnewbeck.com

Big K BBQ LLC (Big K BBQ LLC)

Progress Intend To Bid

stephen kubinski
sales@bigkbbqidaho.com

North America Procurement Council, Inc. PBC

Progress Intention Not Declared

Lyra de Asis
lyra@napc.me

WEST COAST APPLE SALES, INC.

Progress Response In Progress

Ian Sterk

ian@wcapples.com

Alpine Asphalt Maintenance LLC

Progress Intention Not Declared

Nathan Schertel

alpineasphaltmaintenance@gmail.com

Resource Planning Unlimited, Inc

Progress Event Not Viewed

Randy Gilmore

rgilmore@turbonet.com

Red Shoe Solutions LLC (Red Shoe Solutions LLC)

Progress No Bid

Patricia Morgan

patty@redshoesolutions.com

Accurate Superior Scale Company

Progress Event Not Viewed

Mr.Mike Hebenstreit

mrhebenstreit@acscale.com

GRASMICK PRODUCE CO. INC.

Progress Submitted

Total Bid 940,643.83

Mrs.Angela Reed

angela@grasmickproduce.com

RJE INVESTMENTS, LLC

Progress Event Not Viewed

Mr.Reiner Eisen

RJEINVT@MSN.COM

Triple B Corporation (Charlie's Produce)

Progress Submitted

Total Bid 1,043,469.83

Mike Grasmick

mikeg@charliesproduce.com

RDO Equipment Company

Progress Event Not Viewed

Jason Hintermeister

jhintermeister@rdoequipment.com

Iris Info Pvt Ltd

Progress Intention Not Declared

John Wick

m6rul@wimsg.com

Jannus, Inc.

Progress Response In Progress

Diane Demarest
ddemarest@jannus.org

Fisher Trading

Progress Event Not Viewed

Zachary Fisher
todd@fishertrading.net

SYSCO FOOD SERVICES OF IDAHO

Progress Submitted
Total Bid 1,153,541.33

Melody Morton
morton.melody@idaho.sysco.com

JNS FOODS LLC

Progress Event Not Viewed

Mr.Eliot Meiseles
bidpricing@jnsfoods.com

Moore&More Aesthetics

Progress Response In Progress

Talibe Moore
talibemoore@gmail.com

Technocon Transportation Group Inc DBA Office Wagon (Office Wagon)

Progress Event Not Viewed

Arthur Moroz
bitding@officewagon.com

Total Quality Logistics (TQL)

Progress No Bid

Warren Barnett
WBarnett@tql.com

Boise State University

Progress Event Not Viewed

Terri Spinazza
tspinazz@boisestate.edu

Karen Henry
osp@boisestate.edu

SC Solution

Progress Intention Not Declared

Conrad Castro
solutionstech@solutions-sc.com

Q&A Board

Subject = Bid Submission

Public Thread

Q: We understand that many people are working from home due to COVID-19 and that signatures might be challenging to get.

Question added by: Kim Guevara

3/17/2020 5:22 PM MDT

A: We want to remind vendors that electronic signatures are accepted for electronic bid submissions.

Answered by: Kim Guevara

3/17/2020 5:21 PM MDT

Subject = Freight costs

Public Thread

Q: Are we to include our freight costs into our fee? Or document it with supplier invoices?

Question added by: Kim Guevara

3/5/2020 10:38 AM MST

A: Please see the Administrative Information, second paragraph of section 6, Method of Bid Pricing, within the Prerequisites in IPRO. That paragraph identifies in part "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 Fee Per Our Stated Unit of Measure)." Please also see the Special Terms and Conditions, section 27.3.2, within the Prerequisites in IPRO.

Answered by: Kim Guevara

3/5/2020 10:38 AM MST

Subject = Bid Schedule

Public Thread

Q: In the paragraph on the top of second portion of the bid schedule, it states that "any responses of 'No' or leaving a cell black will be cause to find the bid to be found nonresponsive." If we do not carry one of the products on the second portion of the bid schedule, can you please confirm that responding "No" to that item will render the bid non-responsive and thus potentially rejected (e.g. asparagus, cuts and tips).

Question added by: Kim Guevara

2/4/2020 10:26 AM MST

A: We have deleted that item from the bid schedule. We will upload a new version of the bid schedule

Answered by: Kim Guevara

2/5/2020 3:48 PM MST

Subject = Bid Schedule

Public Thread

Q: On the main portion of the bid, there are some weights that seem higher than industry standard and there is no section for the bidder to note what their pack size would be (e.g. 50lb case of 150ct banana, 50lb case of iceberg, 20lb green and red leaf lettuce). Would you like bidders to notate any such perceived differences on the bid submission and then account for any such changes on the FOB cost for the product on the related invoice and on the bid price itself? If you would like us to make any such notations on the bid, can you please specify the details of how that should be noted and carried forward to the bid price.

Question added by: Kim Guevara

1/31/2020 9:44 AM MST

A: Please see instruction 1.a. on the Bid Schedule.

Answered by: Kim Guevara

1/31/2020 9:44 AM MST

Subject = Delivery of Fresh Produce: DHW StateHospital South

Public Thread

Q: What is the delivery frequency for each location by day?

Question added by: Kim Guevara

1/31/2020 9:42 AM MST

A: Department of Health and Welfare State Hospital South : Two (2) times per week, Tuesdays and Fridays but the vendor and DHW may discuss other arrangements after contract award.

Answered by: Kim Guevara

1/31/2020 9:42 AM MST

Subject = Delivery of Fresh Produce: DHW StateHospital North

Public Thread

Q: What is the delivery frequency for each location by day?

Question added by: Kim Guevara

1/31/2020 9:40 AM MST

A: Department of Health and Welfare State Hospital North : Two (2) times per week, Sunday or Monday and Thursday of each week. The vendor and DHW may discuss other arrangements after contract award.

Answered by: Kim Guevara

1/31/2020 9:42 AM MST

| Subject = Delivery of Fresh Produce: Dep. of Juvenile Correc | | Public Thread |
|---|------------------------------------|------------------------|
| Q: What is the delivery frequency for each location by day? | Question added by: Kim Guevara | 1/31/2020 9:39 AM MST |
| A: Idaho Department of Juvenile Corrections: Deliveries to Lewiston will be one (1) time per week. Delivery can be any day of the week. Nampa and St. Anthony locations collaborate with a school Co-Op and obtain their discount that way. At this time, the Nampa and St. Anthony locations are not requiring deliveries. | Answered by: Kim Guevara | 1/31/2020 9:42 AM MST |
| Subject = Delivery of Fresh Produce: Dep. of Corrections | | Public Thread |
| Q: What is the delivery frequency for each location by day? | Question added by: Kim Guevara | 1/31/2020 9:33 AM MST |
| A: Idaho Department of Corrections: Delivery will be provided at a minimum of one (1) time 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. | Answered by: Kim Guevara | 1/31/2020 9:33 AM MST |
| Subject = Delivery of Fresh Produce: Veterans Services | | Public Thread |
| Q: What is the delivery frequency for each location by day? | Question added by: Kim Guevara | 1/31/2020 9:32 AM MST |
| A: Veterans Services: Lewiston – Delivery one (1) time per week on Saturday Pocatello – Delivery one (1) time per week on Tuesday Boise – Delivery three (2) times per week Tuesday, Friday, Saturday Post Falls will open in 2021 – Unknown delivery (most likely one (1) time per week) | Answered by: Kim Guevara | 1/31/2020 9:32 AM MST |
| Subject = Delivery to Veterans Services | | Public Thread |
| Q: Would service to the Veterans Services 5 days per week apply to all Veterans Service locations or strictly Boise? | Question added by: Kim Guevara | 1/31/2020 9:13 AM MST |
| A: See the Prerequisites, Requirements. Per section 19.3, Idaho Division of Veterans Services Delivery Requirements, each veterans home requires delivery to be available five (5) days per week. | Answered by: Kim Guevara | 1/31/2020 9:13 AM MST |
| Subject = Grasmick Produce Bid Questions (GRASMICK PRODUCE) | | Private Thread |
| Q: See attached file for questions | Question added by: Mrs.Angela Reed | 1/21/2020 10:31 PM MST |
| Grasmick Produce State Bid Question Submission (1-21-20).pdf - ../Attachments/QABoardAttachments/Grasmick Produce State Bid Question Submission (1-21-20).pdf | | |
| No Answer | | |

December 23, 2019

AMENDMENT 1

TO: All concerned vendors

RE: ITB20200308, Invitation to Bid for Fresh Produce for Idaho Institutions for the State of Idaho

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

1. Attachment 1 – Bidder Questions has been added to Buyer Attachments.
2. Attachment 2 – Pre-Bid Telephone Conference Registration Form has been added to Buyer Attachments.
3. References to “Appendix E” throughout the ITB are deleted (however, the remainder of each reference to the title, which reads “Required Bid Submission Items Checklist”, remains).
4. The Administrative Information has been updated and moved from Buyer Attachments to Prerequisites.

There are no other changes.

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

Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB
Lead 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

March 20, 2020

AMENDMENT 4

TO: All concerned vendors

RE: ITB20200308, Fresh Produce for Idaho Institutions for the State of Idaho

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

- 1.** In an effort to limit the risk of spreading COVID-19 through contact between DOP personnel and vendors/mail carriers/couriers, DOP **will not** accept manual submissions for this solicitation. Only electronic submissions will be accepted- see Section five (5) of the Administrative Document. This requirement supersedes any information provided in the Solicitation Instructions to Vendors and Signature Page.
- 2.** We have extended the closing date of the ITB, please see the updated changes on IPRO.
- 3.** Where the ITB states "Appendix E – Required Bid Submission Items Checklist", those instances are changed to read "Required Bid Submission Items Checklist".

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,

Kimberly Guevara
Buyer

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

ACKNOWLEDGEMENT OF AMENDMENT

Signature

Date

Printed Name

Company Name

March 10, 2020

AMENDMENT 3

TO: All concerned vendors

RE: ITB20200308, Fresh Produce for Idaho Institutions for the State of Idaho

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

1. The Q&A Submission Close Date in IPRO, shown as "Same as Close Date" is void.
2. We have extended the closing date of the ITB to March 25, 2020.

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. Questions and Answers can also be found on the Public Q & A Board in IPRO.

| | ITB Section | ITB Page | Question | Response |
|---|----------------|-------------|--|---|
| 7 | | | I see where you answered our question. We are still unsure how to document our freight, though, as our supplier invoices do not include freight. | Please see the Administrative Information, second paragraph of section 6, Method of Bid Pricing, within the Prerequisites in IPRO. That paragraph identifies in part "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 Fee Per Our Stated Unit of Measure)." Please also see the Special Terms and Conditions, section 27.3.2, within the Prerequisites in IPRO. |

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,

Kimberly Guevara
Buyer

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

ACKNOWLEDGEMENT OF AMENDMENT 3

Signature

Date

Printed Name

Company Name

February 25, 2020

AMENDMENT 2

TO: All concerned vendors

RE: ITB20200308, Fresh Produce for Idaho Institutions for the State of Idaho

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

1. Bid schedule- please see updated bid schedule in the Questions section 1.1 in IPRO.
2. The Q&A Submission Close Date in IPRO, shown as "2/24/2020 10:30:00 AM" is void.

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. Questions and Answers can also be found on the Public Q & A Board in IPRO.

| | ITB Section | ITB Page | Question | Response |
|---|--|-------------|---|---|
| 1 | | | Would service to the Veterans Services 5 days per week apply to all Veterans Service locations or strictly Boise? | See the Prerequisites, Requirements. Per section 19.3, Idaho Division of Veterans Services Delivery Requirements, each veterans home requires delivery to be available five (5) days per week. |
| 2 | 11 Purchase and Delivery of Fresh Produce | 1 | What is the delivery frequency for each location by day? | Veterans Services: Lewiston – Delivery one (1) time per week on Saturday Pocatello – Delivery one (1) time per week on Tuesday Boise – Delivery three (2) times per week Tuesday, Friday, Saturday Post Falls will open in 2021 – Unknown delivery (most likely one (1) time per week) Idaho Department of Corrections: Delivery will be provided at a minimum of one (1) time 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 |

| | ITB Section | ITB Page | Question | Response |
|---|-----------------------------|-------------|---|---|
| | | | | <p>delivery two (2) times per week if requested by IDOC administration.</p> <p>Idaho Department of Juvenile Corrections "Deliveries to Lewiston will be one (1) time per week. Delivery can be any day of the week. Nampa and St. Anthony locations collaborate with a school Co-Op and obtain their discount that way. At this time, the Nampa and St. Anthony locations are not requiring deliveries.</p> <p>Department of Health and Welfare State Hospital North Two (2) times per week, Sunday or Monday and Thursday of each week. The vendor and DHW may discuss other arrangements after contract award.</p> <p>Department of Health and Welfare State Hospital South Two (2) times per week, Tuesdays and Fridays but the vendor and DHW may discuss other arrangements after contract award.</p> |
| 3 | Attachment 3 – Bid Schedule | 2 | <p>Bidder must also complete the Freight Charge and Fee cells for all items below with dollar amounts.</p> <p>There are no Freight Charge cells, how do we account for freight in the bid schedule?</p> | <p>We have modified the bid schedule and uploaded a new version of it.</p> |
| 4 | Attachment 3 – Bid Schedule | | <p>On the main portion of the bid there are some weights that seem higher than industry standard and there is no section for the bidder to note what their pack size would be (e.g. 50lb case of 150ct banana, 50lb case of iceberg, 20lb green and red leaf lettuce). Would you like</p> | <p>Please see instruction 1.a. on the Bid Schedule.</p> |

| | ITB Section | ITB Page | Question | Response |
|---|-----------------------------|-------------|--|---|
| | | | bidders to notate any such perceived differences on the bid submission and then account for any such changes on the FOB cost for the product on the related invoice and on the bid price itself? If you would like us to make any such notations on the bid, can you please specify the details of how that should be noted and carried forward to the bid price. | |
| 5 | Attachment 3 – Bid Schedule | | On the second portion of the bid schedule the asparagus 4-1lb has a note stating “fresh in season (spring)”. Would the same note be applicable to the asparagus, cuts & tips item? | Asparagus, cuts and tips have been deleted off of the bid schedule. |
| 6 | Attachment 3 – Bid Schedule | | In the paragraph on the top of second portion of the bid schedule, it states that “any responses of ‘No’ or leaving a cell black will be cause to find the bid to be found nonresponsive.” If we do not carry one of the products on the second portion of the bid schedule, can you please confirm that responding “No” to that item will render the bid non-responsive and thus potentially rejected (e.g. asparagus, cuts and tips). | Asparagus, cuts and tips have been deleted off of the bid schedule. |

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.

A copy of the pre-bid conference call slides is attached.

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

Sincerely,

Kimberly Guevara
Buyer

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



Department of Administration
Division of Purchasing
for the
State of Idaho

Pre-Bid Telephone Conference

Fresh Produce for Idaho Institutions
ITB20200308

| | |
|--------------------------------|---|
| ITB Issued: | December 20, 2019 |
| Written questions due: | January 23, 2020, 5:00 p.m. Mountain time |
| Current closing date and time: | February 12, 2020, 5 p.m. Mountain time |

Overview of Procurement Process and ITB Details

DOP

■ Purpose of the Pre-Bid Telephone Conference

Introduce the State's procurement team and representatives of state agencies for this project and provide a forum for questions.

- Kim Guevara, ITB Lead, Division of Purchasing
- Jason Urquhart, Division of Purchasing

■ Submission Requirements (see section 5 of the Administrative Information within Prerequisites; starts on page four (4))

Bid may be submitted manually in a sealed envelope or package or electronically via IPRO.

□ Manual Submission

Bid must be addressed to the ITB Lead, sealed, and identified as is required in subsection 5.2.1. Include your company name on the outside of the package. *See the ITB for additional details.* Contents must include one (1) original and an electronic copy of entire Bid (CD or USB drive)

■ See Method of Bid Pricing (see section six (6) of the Administrative Information within Prerequisites) and the Required Bid Submission Items Checklist (within Prerequisites) for instructions regarding Bid Pricing.



Overview of Procurement Process and ITB Details (cont.)

- See section nine (9) of the Administrative Information within Prerequisites (starts on page six (6)) for information regarding Evaluation; we have not used this method for evaluation of fresh produce bids previously
- See all of the Prerequisites, Buyer Attachments and Questions in IPRO
 - All of the Prerequisites and Questions (currently only one (1) Question) require responses in order to bid; read all of these documents
 - The Buyer Attachments (there are currently two (2)) relate to bidder questions and the document you completed before attending today's pre-bid telephone conference
- Written Questions - see the table on page 2 of Administrative Information within Prerequisites, as well as section 4 of that same document; and, see the document within the Buyer Attachments
- See Prerequisites, Insurance Requirements
 - **Make sure that you can provide proof of the required insurance, which includes commercial general liability insurance, commercial auto and worker's compensation insurance.**



ITB Background (IDHW) and Questions (DOP and IDHW)

■ ITB Background

- In 2009, the State began work on statewide contracts for food, one of which was a contract for fresh produce
- We have had a few contracts since then, and we most recently chose to rebid our needs, resulting in the posting of ITB20200308

■ QUESTIONS?

- Answers provided today are **not official until the question is submitted in writing by the bidder and the answer is provided as part of an amendment to the ITB posted in IPRO.**
- Written questions are due per the row with the heading “Deadline to Receive Questions” in the table under the heading “ITB Administrative Information”. (See the first slide in this document.)
- Please follow up with written questions for questions asked orally even if you receive an answer today.



Closing Remarks

DOP

- Bidders are reminded that the sole point of contact for this ITB is the ITB Lead:
Kimberly Guevara
Division of Purchasing
Phone: (208) 332-1603
Kimberly.Guevara@adm.Idaho.gov
- Review the ITB thoroughly.
- We appreciate your participation.

Invitation to Bid for Fresh Produce

Table of Contents

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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: | Kimberly Guevara, Buyer Idaho Division of Purchasing kimberly.guevara@adm.idaho.gov Phone: 208-332-1603 Fax: 208-327-7320 |
| Submit electronically via IPRO: | Electronic Submission http://purchasing.idaho.gov |
| Pre-Bid Telephone Conference: Call-In Information: | Thursday, January 16, 2020, 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, January 23, 2020, 11:59:59 p.m. Mountain Time (the Q&A Submission Close Date shown in IPRO is void) |
| 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 27.3 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 LOGIN](#). 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: Kimberly Guevara

E-mail: kimberly.guevara@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

See **Required Bid Submission Items Checklist**.

5.2 Bid Submission Method

In an effort to limit the risk of spreading COVID-19 through contact between DOP personnel and vendors/mail carriers/couriers, DOP **will not** accept manual submissions for this solicitation. Only electronic submissions will be accepted. Bids must be submitted electronically via IPRO. Do not fax or e-mail your Bid. Your Bid must be submitted by the date and time specified on the IPRO header document.

Upload all of the Required Bid Submission Items (See section 7.1) and enter your cost in IPRO for each line item; as the "Total Cost" on the Bid Schedule OR \$0.00 as your cost in IPRO. 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.

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 state supplied Signature Page differs from the entity under which you submit your Bid in IPRO, the information provided on the Signature Page prevails.

All Bidders participating in a Solicitation issued through IPRO must establish an account in the IPRO system as it is necessary in order to process and/or award the resulting Contract(s). It is free to establish an account and only takes a few minutes.

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

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 Fee Per Our Stated Unit of Measure). For evaluation purposes, an (Average) Unit Price Per Our Stated Unit of Measure 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 may 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.

See Bid Schedule Instructions and Requirements on the Unit Price Schedule tab, and the Special Services 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 B-Zone and Area Maps**). The only allowed variances in prices are those identified on the Special Services 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 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 EVALUATION

The evaluation process for this ITB is as set forth directly below:

9.1 Bids will be reviewed and classified as "acceptable," "potentially acceptable," or "not acceptable," pursuant to IDAPA 38.05.01.083.2.

Bids in which are found no deviations from specifications, in which there are no incomplete Bidder's specifications and that include all Required Bid Submission items with no deviations from the ITB's requirements or missing information, and require no clarification or negotiation, will be deemed "acceptable."

Bids that the State determines can likely meet all specifications with additional clarification, are likely to include complete information with additional clarification, or both, will be deemed "potentially acceptable." No Bid with more than 10% of the items on the Bid Schedule having incomplete Bidder's specifications or having deviations from the specifications will be deemed "potentially acceptable".

Bids that do not meet the percentage identified in the immediately previous paragraph will be deemed "unacceptable." Additionally, Bids that are missing more than two (2) Required Bid Submission Items (see **Required Bid Submission Items Checklist**), or that include more than two (2) Required Bid Submission Items that deviate from the ITB's requirements will be deemed "unacceptable."

All Bids which are determined by the State, in its sole discretion, to be "acceptable" or "potentially acceptable" will continue in the evaluation process. Bids determined to be "unacceptable" will be deemed non-responsive, will not continue in the evaluation process and will not be considered for award.

9.2 Bidders whose Bids have been determined to be "potentially acceptable" will be contacted by the State via written correspondence. Any issues found within their Bids (see the third paragraph of section 9.1 above) will be identified in the correspondence. Bidders who receive written correspondence that identifies issues during this part of the evaluation process will be provided no more than ten (10) business days to respond in writing to those issues. The State reserves the right to conduct this part of the evaluation process as many times as it deems necessary. Additionally, the State is under no obligation to conduct this part of the evaluation more than once. Bids determined to be "unacceptable" at any time during this part of the evaluation process will be deemed non-responsive, will not continue in the evaluation process and will not be considered for award.

Bids deemed "acceptable" after review of the Bidders' responses (see above paragraph) or that were already deemed "acceptable" earlier in the evaluation process will continue to be considered for award.

9.3 Each Bidder whose Bid is deemed “acceptable” will be contacted by the State with a written request for a Best and Final Offer (BAFO) (see IDAPA 38.05.01.083.05).

10 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 B** 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.

Invitation to Bid for Fresh Produce

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: 150 |
| | 2366 E. Old Penitentiary Road | |
| | Boise, Idaho 83712 | |
| | 208-334-3447 | |
| | | |
| Institution: | Nampa Community Reentry Center (NCRC) | Number of Beds: 115 |
| | 1640 11th Avenue North | |
| | Nampa, Idaho 83687 | |
| | 208-465-8490 | |
| | | |
| Institution: | Idaho Falls Community Reentry Center (IFCRC) | Number of Beds: 110 |
| | 3955 Bombardier Ave. | |
| | Idaho Falls, Idaho 83402 | |
| | 208-525-7143 | |
| | | |
| Institution: | Treasure Valley Community Reentry Center (TVCRC) | Number of Beds: 110 |
| | 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-ZONE AND AREA MAPS

Page 1 of 2 of Appendix B

Zones

List of Counties per Zone:

| <u>Zone 1</u> | <u>Zone 2</u> | <u>Zone 3</u> | |
|---------------|---------------|---------------|------------|
| Benewah | Clearwater | Ada | Gem |
| Bonner Idaho | Adams | Owyhee | |
| Boundary | Latah | Boise | Payette |
| Kootenai | Lewis | Canyon | Valley |
| Shoshone | Nez Perce | Elmore | Washington |
| | | | |
| <u>Zone 4</u> | <u>Zone 5</u> | <u>Zone 6</u> | |
| 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

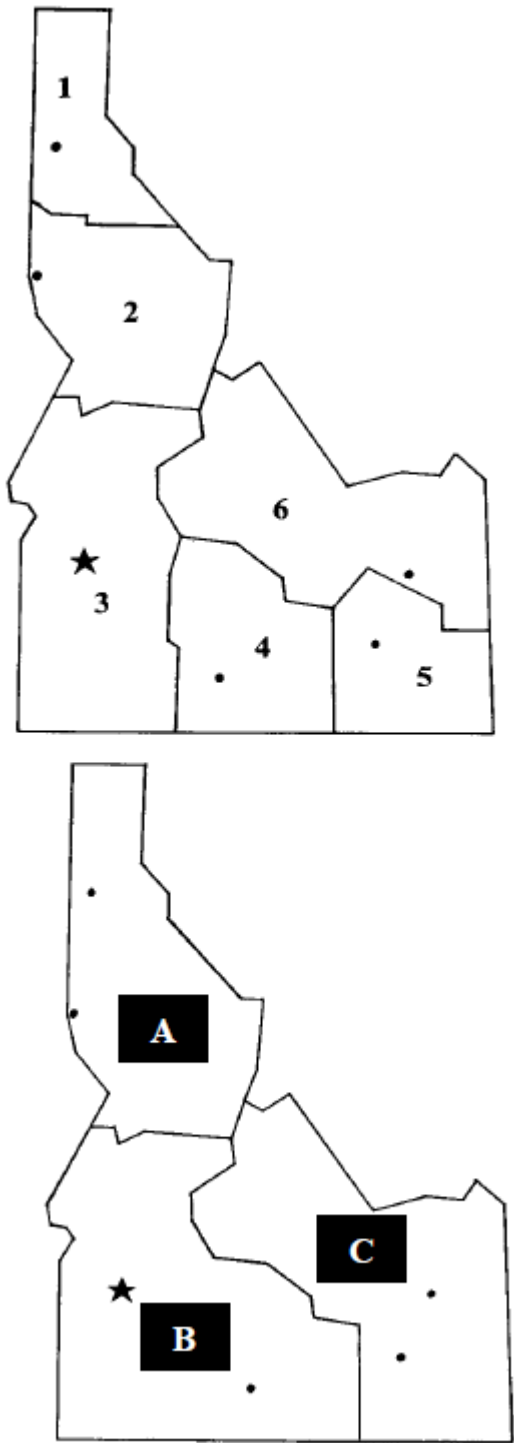
Combination of Zones 1 & 2

Area B

Combination of Zones 3 & 4

Area C

Combination of Zones 5 & 6



APPENDIX C-IDAHO DEPARTMENT OF CORRECTION SECURITY REQUIREMENTS

Background Checks: 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 no later than the latter of 45 days prior to commencement of the contract or upon notification of contract award.

Once the background check has been completed, IDOC Contract Services will notify the Contractor of each clearance or denial. All individuals who receive a background check approval must submit to a fingerprint check (completed by the IDOC and sent to Idaho State Police for a more thorough criminal investigation) within two (2) weeks after notification of background check approval. Fingerprints are obtained at specific IDOC Institutions and must be coordinated in advance with the IDOC Institution where the fingerprinting will take place.

All future Contractor staff who will be providing services under the Contract on location at any IDOC Institution will be required to receive background check approval before being allowed to enter the secured perimeter of any IDOC Institution and must submit to fingerprinting within 2 weeks of notification of background check approval. The Contractor shall provide all required information on the then-current IDOC background form and email it to IDOC's Dietary Services Manager at jesstyle@idoc.idaho.gov, or hand-deliver it to 1299 N. Orchard Street, Suite 110, Boise, Idaho, at least thirty (45) business days in advance of the need for access.

If the Contractor becomes aware of the arrest of any of the Contractor's delivery staff, the Contractor shall immediately notify the IDOC Special Investigations Unit (backgrounds@idoc.idaho.gov), 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 with IDOC products in the contractor's 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.

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 (for reference, the current rate is \$50 for each background check and \$45 for each fingerprint check). 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 Special Investigations Unit (backgrounds@idoc.idaho.gov) of intent to hire an inmate, probationer or parolee, ex-inmate or a family member of an inmate, whether or not the ex-inmate or family member of the ex-inmate works directly or indirectly to provide any services under this contract. 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 D-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 measurable 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.

ATTACHMENT 3 - BID SCHEDULE

Unit Price Schedule

Bid Schedule Instructions and Requirements (these Instructions and Requirements apply to this tab only):

1. Each Unit Price Per Our Stated Unit of Measure that you enter on this Bid Schedule shall be the unit prices shown on the Bidder's supplier invoices for the Periods shown in Columns E through G below (i.e., the unit prices shown on the Bidder's supplier invoices must match the information entered by the Bidder into Columns E through G below). The only exceptions to this matching requirement are set forth in 1.a. and 1.c.1. below. The Bidder must provide with its Bid its supplier invoices for each Period, each Item on this Bid Schedule.
- 1.a. 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. Regarding this, we will allow for variation from the Unit of Measure we state in the "Our Stated Unit of Measure" column.
- 1.b. The Bidder 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 and item nomenclature.
- 1.c. If the Bidder cannot provide a supplier invoice for a certain Item on this Bid Schedule because they were not invoiced during a certain Period identified in Columns E through G below, the Bidder must provide a supplier invoice for that Item that is the closest to that Period. This is the only allowable reason to not provide a supplier invoice for a Period shown below, with the exception of the following:
- 1.c.1. For any Item for which the Bidder bids a Longer Price Guarantee (see Column L below), the Bidder may submit, in lieu of supplier invoices, other documentation demonstrating that they have negotiated a Longer Price Guarantee. In the case of a Longer Price Guarantee, the Bidder must enter the same price Unit Price in each of Columns E through G. For example, if the Bidder has negotiated a Longer Price Guarantee of \$12.00 (Unit Price Per Our Stated Unit of Measure) for Item #1 (Apple, Fresh Variety), the Bidder must enter \$12.00 in Column E, \$12.00 in Column F, and \$12.00 in Column G so that the Average (see Column H) will be \$12.00. (Enter the period of any Longer Price Guarantee into Column L.)
- 1.d. Supplier invoices included with the Bid must be in the order of the Item #'s shown on this Bid Schedule. Bidder must group the supplier invoices for all three Periods (see Columns E through G below) together by Item. Additionally, the Bidder must clearly identify to which Bid Schedule Item # each supplier invoice pertains.
- 1.e. As prices change during the term of the Contract, the Unit Prices shall be the unit prices shown on the Contractor's supplier invoices plus the Fee (Per Our Stated Unit of Measure). (See section 24, Price Adjustments.) For items that require additional preparation by the Contractor, such as "salsa" tomatoes, the Contractor may add a fee for the preparation, but, upon request by the State or by an Institution, the Contractor must substantiate the fee in writing.
2. For Items for which the Bidder will hold prices for three months (quarterly), six months (semi-annually) or for a year (annually), Bidder must identify that in the "Longer Price Guarantee" column. Bidder must state either "quarterly", "semi-annually" or "annually".
3. For Column L, Bidder must enter a dollar amount for the Fee to be added to the supplier invoice amount.
4. Bidder must bid on all Items (Item #'s 1 through 23) on this tab of the Bid Schedule. Failure to bid on all Items on this tab of the Bid Schedule will result in the Bid being found non-responsive.
5. For Bid evaluation purposes, please note: All calculations made by Excel shall stand, regardless of how Excel rounds decimals.

* Unit Price Bid (see Column J below) shall be the (AVERAGE) Unit Price Per Our Stated Unit of Measure plus the Fee (Per Our Stated Unit of Measure).

For Delivery Once per Week Minimum to All Institutions.

| Column A | Column B | Column C | Column D | Column E | Column F | Column G | Column H | Column I | Column J | Column K | Column L |
|----------|---|----------------------------|---------------------------|--|--|--|--|--------------------------------------|------------------|---------------|------------------------|
| Item # | Item Description | Our Stated Unit of Measure | Estimated Annual Quantity | PERIOD OF SUPPLIER INVOICE: Week of January 1, 2019 Unit Price Per Our Stated Unit of Measure | PERIOD OF SUPPLIER INVOICE: Week of May 1, 2019 Unit Price Per Our Stated Unit of Measure | PERIOD OF SUPPLIER INVOICE: Week of September 1, 2019 Unit Price Per Our Stated Unit of Measure | AVERAGE Unit Price Per Our Stated Unit of Measure | Fee (Per Our Stated Unit of Measure) | Unit Price Bid * | Extended Cost | Longer Price Guarantee |
| 1 | APPLE, FRESH VARIETY - Red or Golden Delicious or equivalent, 2.5"- 2.75" sizing, US#1 bulk, 120-130 count per 38-42# case, washed and graded | 125 CT | 4300 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 2 | Apple - Gala, Cameo, or Fuji or equivalent, 2.5"- 2.75" sizing, US#1 bulk, 120-130 count per 38-42# case, washed and graded | 125 CT | 5000 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 3 | BANANA, PETITE GREEN TIP FRESH - Petite fingers - green tip stage 4 color, 150 count per 50# case us#1 | 50lb | 7800 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 4 | BANANA, TURN FRESH 1 40# | 40 LB | 350 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 5 | BROCCOLI, FLORT MINI FRESH 4/3 LB | 4/3 LB | 2500 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 6 | CABBAGE GREEN FRSH LARGE - Heads green cabbage, 50# case US#1 | 50 LB | 650 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 7 | CABBAGE GREEN SHRD W/CARROTS | 4-5 LB | 1200 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 8 | CARROT JUMBO FRESH | 50 LB | 1850 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 9 | CELERY, STALK FRESH 1 1/9 bushel box | 24 EA | 1850 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 10 | LETTUCE, GREEN LEAF FRSH W/LINER - Green leaf US#1, 20 lb | 20 LB | 4000 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 11 | LETTUCE, ICEBERG PREMIUM PLTIZED - Lettuce, Iceberg, heads, naked pack | 50 LB | 250 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 12 | LETTUCE, SAL MIX TOSSED FRESH - Lettuce, Chopped, fresh 3 way mix w/ iceberg lettuce, red cabbage and carrot, 4/5# bags per case | 5 LB | 5300 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 13 | LETTUCE, RED LEAF FRESH WITH LINER- Red leaf US#1, 20 lb | 20 LB | 2800 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 14 | MELON WATERMELON SEEDLESS | 1 LB | 1000 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 15 | ONION YELLOW JUMBO FRESH - Yellow, Jumbo or Medium US# 1 | 50 LB | 2500 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 16 | ORANGE NAVEL OR VALENCIA FRESH - Navel or Valencia type, choice, 113 count per 40# case | 113 CT | 6800 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 17 | PEPPER GREEN BELL FRESH - Medium Green, Chopper, sweet bell type | 25 LB | 1250 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 18 | POTATO BAKING IDAHO FRESH - Baker, US#1 90 count per case | 90 CT | 400 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 19 | POTATO IDAHO NO 2 FRESH CTN - #2's | 50 LB | 1950 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 20 | RADISH - Red, 5 lb | 5 LB | 1000 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 21 | SPINACH CELLO | 10 LB | 1600 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 22 | TOMATO, ROMA | 25 LB | 1300 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 23 | TOMATO, BULK 6X6 FRESH - Medium to Large tomatoes, Bulk 6X6 pack 25# | 25 LB | 300 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |

Grand Total, Fresh Produce

\$0.00

Additionally, the Bidder must acknowledge that it can provide all of the other items listed below. For the "Agree to provide? Yes or No" column, any responses of "No" or leaving a cell blank will be cause to find the Bid to be found non-responsive. If you cannot provide a Unit of Measure listed in the "Our Stated Unit of Measure Column", please enter the Unit of Measure that you can provide in the "Bidder's Unit of Measure" column. We will allow for variation from the Unit of Measure we state in the "Our Stated Unit of Measure" column.

Bidder must also complete the Fee cells for all items below with dollar amounts.

For items below for which the Bidder will hold prices (if an Institution uses any of these items) for three months (quarterly), six months (semi-annually) or for a year (annually), please identify that in the "Longer Price Guarantee" column. Please state either "quarterly", "semi-annually" or "annually".

| Item Description | Our Stated Unit of Measure | Bidder's Unit of Measure | Agree to provide? Yes or No | Fee | Longer Price Guarantee |
|---|----------------------------|--------------------------|-----------------------------|-----|------------------------|
| ASPARAGUS - Fresh in season (spring) | 4-1 LB | | | | |
| AVOCADO | 6 CT | | | | |
| BANANA, COLOR STAGE FRESH #3-3.5 | 40 LB | | | | |
| BANANA, FRESH | 5 LB | | | | |
| BLACKBERRIES | 12 OZ | | | | |
| BLUEBERRIES | 12/6 OZ | | | | |
| BOK CHOY, FRESH | 2 CT | | | | |
| BROCCOLI, CROWN FRESH ICELS - Bulk Pack, Fancy US #1 | 20 LB | | | | |
| BRUSSEL SPROUTS, FRESH | 25-LB CS | | | | |
| CABBAGE, GREEN SHRED - Fine Shred/Angel Hair Bagged | 5 LB | | | | |
| CAULIFLOWER - Cauliflower heads, US#1 12 heads per case 18-25# per case | 18-25 LB | | | | |
| CHIVES | 1 LB | | | | |
| COLESLAW, SEPARATE, BAG | 5 LB | | | | |
| CUCUMBER, FRESH | 1-36 CT | | | | |
| GRAPE, GREEN SEEDLESS | LUG | | | | |
| GRAPE, RED SEEDLESS | 1-10-21# | | | | |
| GRAPE, RED SEEDLESS LUG 9/2 LB | LUG | | | | |
| HERB CILANTRO FRESH | 2 CT | | | | |
| HERB PARSLEY CURLY FRESH | 2 CT | | | | |
| KALE GREEN | 6 CT | | | | |
| KIWI 1-39 CT | 1 FLAT | | | | |
| LEMONS, FRESH | 5 LB | | | | |
| LEMONS, FRESH | 115 CT | | | | |
| LETTUCE, ICEBERG SHRED - Fine Shred, Bagged | 5 LB | | | | |
| LETTUCE, ROMAINE, CHOPPED | 6/2 LB | | | | |
| LETTUCE, SALAD MIX CAB/CARROT | 4/5 LB | | | | |
| MELON CANTALOUPE FANCY FRESH | 1-12 CT | | | | |
| MELON HONEYDEW FRESH | 1-8 CT | | | | |
| MUSHROOMS THICK SLICE | 10 LB CS | | | | |
| MUSHROOMS, BUTTON WHITE OR BROWN FRESH - for cooking | 10 LB CS | | | | |
| NECTARINES - Fresh in season only (summer) | 1 FLAT | | | | |
| ONION, GREEN | 4/2 LB | | | | |
| ONION RED JUMBO FRESH - Red, Jumbo or Medium US# 1 | 10 LB | | | | |
| ONION WHITE JUMBO FRESH - White, Jumbo or Medium US# 1 | 10 LB | | | | |
| ORANGE NAVEL OR VALENCIA FRESH - Naval or Valencia type, choice, 40# case | 88 CT | | | | |
| PARSLEY | 1/3 CT | | | | |
| PARSNIPS, FRESH | 5 LB | | | | |
| PEAR, FRESH (BARLETT, ANJOU, and/or BOSC) - Fresh in season only (summer) | 1 FLAT | | | | |
| PEPPER GREEN | 6 CT | | | | |
| PEPPER RED BELL FRESH - Medium Red, Chopper, sweet bell type | 6 CT | | | | |
| PEPPER YELLOW BELL FRESH - Medium Yellow/Orange, Chopper, sweet bell type | 6 CT | | | | |
| PINEAPPLE TROPICAL GOLD XSWT | 1-7 CT | | | | |
| POTATO DICED 1/2" PAR CKD | 2-10 LB | | | | |
| SPINACH | 4/2.5 LB | | | | |
| SQUASH, ACORN | 1/35 LB | | | | |
| SQUASH, BUTTERNUT | 35 LB | | | | |
| SQUASH, SPAGHETTI, FRESH | 35 LB CS | | | | |
| SQUASH, SUMMER YELLOW, FRESH | 5 LB | | | | |

| | | | | | |
|--|---------|--|--|--|--|
| SQUASH, SUMMER ZUCCHINI, FRESH | 5 LB | | | | |
| STRAWBERRY, FRESH | 8/1 LB | | | | |
| TOMATO, 2 LAYER 5X6 FRESH | 1-60 ct | | | | |
| TOMATO, 2 LAYER FRESH | 1-5X6 | | | | |
| TOMATO, BULK 6X6 FRESH - Medium to Large tomatoes, Bulk 6X6 pack 25# ("salsa" tomato - some scarring allowable) | 25 LB | | | | |
| TURNIPS, FRESH - Fresh in Season only (fall/winter) | 5 LB | | | | |

Invitation to Bid for Fresh Produce

COVER FORM

Cover Form must be completed, signed, and submitted with your Bid. Failure to complete and submit this form may result in your Bid being deemed non-responsive.

Instructions: Your bid must include a signed copy of this cover form.

| Requirement | Response |
|---|--|
| Bidder's corporate or other legal entity status | <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify) |
| Bidder's Tax Identification Number | EIN: |
| Bidder's DUNS Number | DUNS: |
| Is Bidder a legal entity with the legal right to contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Does Bidder accept, and is Bidder willing to comply with, the requirements of this ITB and attachments, including but not limited to those identified the Special Terms and Conditions? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Is Bidder in compliance with applicable equal employment regulations? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Does Bidder affirm that it has not employed any company or person other than a bone fide employee working solely for the Bidder or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Bidder or a company regularly employed by the Bidder as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract.? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Does Bidder understand and agree that for breach or violation of the above term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | |
|--|--|
| <p>Does Bidder affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs?</p> <p>Note: vendor information is available at https://sam.gov.</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>Does the Bidder affirm that the Bid will be firm and binding for ninety (90) calendar days from the Bid opening date?</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>Does Bidder warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Bidder takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract?</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Signed By: _____

Printed Name: _____

Date: _____

Invitation to Bid for Fresh Produce

1.1 Insurance Requirements

Within five (5) business days award of Contract, 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 Contract to be terminated.

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.

1.1.1 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).

1.1.2 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.

1.1.1 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.

1.1.4 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.

1.1.5 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.

1.1.6 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.

1.1.7 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.

Invitation to Bid for Fresh Produce

REQUIRED BID SUBMISSION ITEMS CHECKLIST

Required Bid Submission Items Checklist must be completed, signed by an individual authorized to commit the Bidder to the contents of the Bid and must be submitted with your Bid. Failure to complete and submit this form may result in your Bid being deemed non-responsive.

| Proposal Checklist | |
|--|--|
| Required Bid Submission Items Checklist Item | Included as part of Bid? |
| Provide your bid prices and other required information on Attachment 3 - Bid Schedule (two tabs). Do not submit your bid prices on any other form. Submitting your bid prices on a form different than Attachment 3 - Bid Schedule may cause your Bid to be rejected as non-responsive. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| The Unit Price Schedule tab of the Bid Schedule includes requirements regarding supplier invoices that must accompany the Bid. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 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." | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A list of all subcontractors to be used, including the duties each subcontractor is anticipated to perform in .pdf format. If no subcontractor(s) will be used, please submit a written statement verifying that no subcontractor(s) will be used to fulfill the terms of the Contract. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 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. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Bidder's Company Name: _____

Printed Name: _____

Date: _____

11 PURCHASE AND DELIVERY OF FRESH PRODUCE

11.1 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.

11.2 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 Contractor 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.

12 DELIVERY LOCATIONS FOR STATE INSTITUTIONS

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

13 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.

14 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 15 through 17 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 11.1.

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.

15 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 practices 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.

16 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.

17 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.

18 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.

19 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 19.1 through 19.4; 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 11.1.

19.1 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.

19.2 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 the Patient Treatment Facility (PTF) kitchen, nursing home facility, 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.

19.3 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.

19.4 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 deliver according to the delivery days and times (see section 19) mutually agreed upon by the Contractor and the IDOC Dietary Services Manager. Changes or modifications to this schedule must be reported in writing by the Contractor to and approved by the IDOC Dietary Services Manager.

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 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 C-Idaho Department of Correction Security Requirements**.

For all deliveries, the delivery invoice 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. The institution representative may, at their discretion, accept an invoice credit for missing and/or damaged items in lieu of re-delivery. All missing items, changes to the order, back orders, and/or damaged items must be noted on the delivery invoice and signed and dated by the Contractor's 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.

20 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 7 days prior to the Service Start Date of the Contract. These representatives will meet with each Agency 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.

21 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.

21.1 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 a hard copy credit memo for each credit due, its own on-line account through which orders for that IDOC Institution shall be placed. Additionally, the IDOC requests that Contractor provide three (3) 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 confirmation of the description, item number, and quantity of each item ordered, purchase order number, ship to and bill to information, scheduled 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.

21.2 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.

21.3 State Hospital South Ordering Requirements

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

22 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.

23 PAYMENT TERMS

23.1 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.

23.2 Idaho Department of Correction Payment Terms

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

Any credits due to an institution for missing, damaged, erroneous, backordered, or returned items must be provided via a hard-copy and/or emailed credit memo to the receiving institution.

23.3 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.

24 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 Fees (see **Attachment 3-Bid Schedule**) shall remain firm throughout the term of the Contract. Additionally, for items added to the Contract (see section 11.1), the Contractor shall identify to the Institution what the Fee is for the item, and, thereafter, such 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 September 1, 2019 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 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 11.1), 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(s) 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.

24.1 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 24.1 shall not factor into the percentage identified in section 11.1.

24.1.1 Institutions shall follow the following procedure in order to purchase from an outside source in accordance with section 24.1:

24.1.1.1 The Institution must contact DOP and substantiate in writing that the price for the item has been upwardly adjusted as identified in section 24.1.

24.1.1.2 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.

24.1.1.3 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.

25 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.

25.1 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.

26 IDJC PRODUCE PURCHASING PRACTICES AND NEEDS

Please see **Appendix D** 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.

Invitation to Bid for Fresh Produce

27 SPECIAL CONTRACT TERMS AND CONDITIONS

27.1 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.

27.2 Website Ordering

27.2.1 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:

27.2.1.1 Waive the sovereign immunity of the state of Idaho;

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

27.2.1.3 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;

27.2.1.4 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,

27.2.1.5 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.

27.2.1.6 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.

27.2.2 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 27.2.1 through 27.2.2.

27.3 Definitions

27.3.1 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.

27.3.2 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 of the Bid Schedule may be added by the Contractor, but only when applicable.

27.3.3 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.

27.4 Records Maintenance

The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor for the costs authorized by the 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.

27.5 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.

27.5.1 Right to Require Supplier Invoices

No more frequently than once annually, each Agency reserves the right to require the Contractor to deliver copies of supplier invoices to the Agency 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 and item nomenclature. As an alternative to providing copies of supplier invoices to the Agency, the Contractor may make arrangements with the Agency to bring copies of supplier invoices to the Agency, 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.

27.5.1.1 The Agency reserves the right to require the supplier invoices (as identified in section 27.5.1) 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.

27.5.1.2 The Agency 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 no later than one (1) month after the written request is received by the Contractor.

27.5.1.3 If the Agency requires review of supplier invoices in greater quantity than identified in section 27.5.1.1, 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 even if in greater quantity than or older than identified in section 27.5.1.1.

27.5.1.4 In addition to the rights above, the Agencies may audit supplier invoices at the Contractor's place of business once annually. The Agency shall provide the Contractor one (1) month's notice identifying the items and the weeks for which it wishes to review supplier invoices.

27.5.1.5 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.

27.6 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:

27.6.1 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.

27.6.2 Supplier Invoice Unit Price

The supplier invoice unit price for each item (the specific price for each week of the quarter must be identified).

27.6.3 Unit Price as Delivered

This part of the report must be itemized, per item purchased, as follows:

27.6.3.1 The supplier invoice unit price of the item.

27.6.3.2 The Fee added to the supplier invoice unit price.

27.6.3.3 The Unit Price of the item (supplier invoice unit price Fee).

27.6.3.4 Any additional percent effects added on to the prices for Special Services (see **Attachment 3-Bid Schedule**).

27.6.4 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.

27.7 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.

27.8 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.

27.8.1 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 27.10 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.

27.8.2 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 C-Idaho Department of Correction Security Requirements**, of the ITB.

27.8.3 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."

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

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|-------------------------------------|---|
| PRE-BID TELEPHONE CONFERENCE | Date: Thursday, January 16, 2020, 9:00 a.m. Mountain Time |
| State of Idaho | ITB #: ITB20200308 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 kimberly.guevara@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 |
|-------------|----------------|----------------------|---------------------|
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| | | | |



BRAD LITTLE

Governor

BRYAN MOONEY

Director

STEVE BAILEY

Administrator

State of Idaho

Department of Administration

Division of Purchasing

304 N 8th Street, Rm 403 (83702)

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

FAX (208) 327-7320

<http://purchasing.idaho.gov>

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 ensure 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

304 N 8th Street, Rm 403

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.

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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 <https://purchasing.idaho.gov/governing-laws-and-policies/>. 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 ~~67-2049~~ (Reciprocal Preference) and Idaho Code Section 60-101 – 103 (Printing).

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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

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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.).

SOLICITATION INSTRUCTIONS TO VENDORS

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 INSTRUCTIONS TO VENDORS

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.

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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 \times 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 31 st |
| 2nd Quarter Oct 1 - Dec 31 | January 31 st |
| 3rd Quarter Jan 1 - Mar 31 | April 30 th |
| 4th Quarter Apr 1 - Jun 30 | July 31 st |

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

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STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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.

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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.

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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

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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.

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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,

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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.