



State of Idaho Contract Number SBPO20268737

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	TRIPLE B CORPORATION DBA Charlie's Produce 1262 Exchange Street Boise, ID 83716

Contract Summary

Contract Name: Fresh Produce - South Region Contract Description: Fresh Produce available to State agencies and political subdivisions through a statewide contract within the South Region of Idaho. Original Effective Date: December 1, 2025 Current Expiration Date: November 30, 2026	Estimated Current Contract Value: \$ 2,000,000.00 Estimated Lifetime Value: \$ 10,000,000.00 Contract Usage Type: OPEN
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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
THOMAS HALL	+1 208-947-0570	TOMH@CHARLIESPRODUCE.COM

Recitals

1. This Contract number SBPO20268737 for Fresh Produce - South Region ("the Contract") is awarded for the Department of Administration ("the Agency") pursuant to state of Idaho sourcing event number 872 ("the Solicitation"), selected sections of which are provided for reference as Attachments to this Contract.
2. The Contract is issued under the authority provided by the Administrator of the Division of Purchasing pursuant to the State Procurement Act, title 67, chapter 92, Idaho Code.
3. TRIPLE B CORPORATION DBA Charlie's Produce ("Contractor") agrees to provide the Property identified in the line item(s) below as detailed herein.

STATE OF IDAHO CONTRACT TERMS AND CONDITIONS

ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1. Definitions. Except as defined otherwise in this Contract, the following terms shall have the following meanings, whether capitalized or not, unless the context requires otherwise. Terms not defined within this Contract shall have the meanings defined in Idaho Code section 67-9203 and in IDAPA 38, title 05, chapter 01, Rules of the Division of Purchasing.

- 1.1.1. “Agency” means the board, commission, department, agency, or office of the State receiving the Property provided by the Contractor pursuant to this Contract.
- 1.1.2. “Contract” means this written agreement between Contractor and the State for the acquisition of property, which may be the result of a solicitation, and which may include the Solicitation or specification document and the accepted portions of the bid or proposal and other documents as identified herein, unless the context means one or more agreements with other contractors or for the acquisition or other property.
- 1.1.1. “Contractor” means the offeror, bidder, or proposer selected under the Solicitation to enter a contract with the State and identified as the Contractor in the heading above in this Contract.
- 1.1.2. “Data Breach” means any unauthorized access to or acquisition of Non-Public State Data following a Security Incident that compromises the security, confidentiality, or integrity of the Non-Public State Data, or the ability of the State to access the Non-Public State Data.
- 1.1.3. “Non-Public State Data” means State Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public State Data includes, but is not limited to, Personal State Data.
- 1.1.4. “Personal State Data” means State Data, which alone or in combination with other data, includes information relating to an individual that identifies the individual by name, identifying number, mark, or description that can be readily associated with a particular individual and which is not a public record. Personal State Data includes but is not limited to the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver’s license, passport); financial account information, including account number, credit or debit card numbers; Protected Health Information (PHI) relating to a person; or education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv).
- 1.1.5. “Property” means goods, services, parts, supplies, and equipment, both tangible and intangible, including but not limited to, designs, plans, programs, systems, techniques, and any rights or interests in such property.
- 1.1.6. “Protected Health Information (PHI)” means individually identifiable health information held or transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI also includes but may not be limited to information that is a subset of health information, including demographic information collected from an individual, and 1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; and a) that identifies the individual; or b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 1.1.7. “Purchasing Administrator” means the administrator of the Department of Administration, Division of Purchasing.
- 1.1.8. “Purchasing Authority” means the state entity authorized to enter into the Contract, which shall be either the Department of Administration, Division of Purchasing, or the Agency.
- 1.1.9. “Security Incident” means the unauthorized access to Contractor’s network that the Contractor or the State believes could reasonably result in the use, disclosure, or theft of the State’s Non-Public State Data within the possession or control of Contractor. A Security Incident also includes a security breach to Contractor’s system, regardless of if Contractor is aware of unauthorized access to the State’s Non-Public State Data. A Security Incident may or may not turn into a Data Breach.

- 1.1.10. "Software" means a series of instructions or statements in a form acceptable to a machine that processes data and is designed to cause the machine to execute an operation or operations. Software includes, but is not limited to operating systems, assemblers, compilers, interpreters, data management systems, utility programs, and Automatic Data Processing Equipment Maintenance/Diagnostics programs.
- 1.1.11. "State" means the state of Idaho including each board, commission, department, agency, or office of the state of Idaho, unless the context means one or more other states of the United States.
- 1.1.12. "State Data" means all information and data developed, documented, derived, stored, installed, or furnished by the State under the Contract, including all data related to records owned by the state of Idaho.
- 1.1.13. "Solicitation" means an invitation to bid (ITB), request for quotes (RFQ), or request for proposals (RFP) issued by the State for the purpose of soliciting bids, proposals, or quotes resulting in the Contract.

1.2. Term

- 1.2.1. Initial Term. The initial term of the Contract shall commence on the Effective Date and expire on the Service End Date identified in the header of this Contract.
- 1.2.2. Renewal Options. 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 initial term, or for such period of time as to agreed to by the parties. The Contract is not anticipated to exceed five (5) years including all renewals.

1.3. Price

- 1.3.1. Price. The pricing for the Contract is included in **Attachment 8**.
- 1.3.2. Price Increases. Except as set forth in this section, prices shall not increase during the initial term or during any renewal or extension term. Unless accepted by the Purchasing Authority in writing or provided for in the Contract, prices shall not increase between the prior term and a renewal term. The Purchasing Authority may accept a price increase during a term or upon renewal as provided in Contract or upon submission of evidence by Contractor that Contractor's costs have increased by causes beyond the control and without the fault or negligence of Contractor, and that Contractor could not have included in its offered price because they were unforeseeable or because the Solicitation did not contemplate future pricing.

1.4. Termination and Remedies

- 1.4.1. Termination for Contractor Default. The State may terminate the Contract, any order issued pursuant to the Contract, or both 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, which time shall be determined in the sole discretion of the Purchasing Authority. If the default or non-compliance is not capable of cure or if the cure requires more than thirty (30) calendar days, the Purchasing Authority may provide notice of termination without a cure period. The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Contract in whole or in part if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Contract.
- 1.4.2. Effect of Termination
 - 1.4.2.1. If the Contract is terminated for default or non-compliance, the Contractor will be liable 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.
 - 1.4.2.2. Unless provided otherwise in the Contract, upon termination by the Purchasing Authority for default or non-compliance, Contractor shall: a) promptly discontinue all work, unless the termination notice directs otherwise; b) promptly return to the State any Property provided by the State pursuant to this Contract; and c) deliver or otherwise make available to the State all

data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing this Contract, whether completed or in process, which the Contractor is obligated by the Contract or law to provide to the State upon completion.

- 1.4.3. Remedies. In addition to any remedies available to the State under law or equity, the State may, at its sole discretion, take or require one (1) or more of the following remedial actions if the Contractor's performance is deficient and does not comply with the Contract requirements: 1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; 2) reduce payment to reflect the reduced value of the performance received; 3) require the Contractor to subcontract all or part of the service at no additional cost to the State; 4) withhold payment or require payment of actual damages caused by the deficiency; 5) withhold payment or require payment of liquidated damages, if liquidated damages are provided for in the Contract; 6) secure the deficient products or services and deduct the costs of products or services from payments to the Contractor under the Contract; 7) require Contractor to remove, at its sole expense, any non-conforming or deficient Property from the State's premises; or 8) terminate the Contract pursuant to any termination provisions within the Contract. These remedies are cumulative to the extent the remedies are not inconsistent, and the State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

1.5. Changes and Modifications

- 1.5.1. Amendments. Except as provided herein for ministerial changes, the Contract may be modified or amended only upon written consent of the Purchasing Authority and Contractor. The Contract may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part (collectively, an "Amendment") except to the extent provided by a written instrument signed by the Contractor and the Purchasing Authority. The Purchasing Authority is authorized to execute any Amendment. The Agency is authorized to execute Amendments consisting solely of plans required by the Contract and ministerial or administrative documents that further define the day-to-day responsibilities of the Contractor and the Agency. The Agency is not authorized to execute Amendments directly or indirectly increasing monetary obligations of the State, expanding the scope of the Contract or extending the Contract term. An Amendment not executed in compliance with this section is voidable, at the option of the Purchasing Administrator.
- 1.5.2. Ministerial Changes. In the event the State discovers or is notified of a typographical or other ministerial or clerical error in the Contract, the Purchasing Authority may correct such error after providing notice to the Contractor of its intent to make the correction and an opportunity for the Contractor to object that the proposed correction is not ministerial or clerical. The Purchasing Authority will make a copy of the corrected Contract available to the Contractor upon the effectiveness of the correction.
- 1.5.3. Material Changes. Amendments to the Contract shall be in compliance with the State Procurement Act, Idaho Code title 67, chapter 92. The Purchasing Authority may accept material changes with an amendment if such changes could not reasonably been anticipated by the parties at the time of the Solicitation and do not frustrate the competitive process or provide the Contractor with an unfair advantage, as determined by the Purchasing Administrator in his or her sole discretion.

1.6. No Personal Liability. Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the State be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Contract, express or implied.

1.7. Contract Relationship; Workers' Compensation Insurance

- 1.7.1. Independent Contractor. Contractor's status under the Contract shall be that of an independent contractor, and not that of an agent or employee. Contractor is solely liable for all labor, taxes, insurance, required bonding, and other expenses, except as specifically stated herein. Contractor shall exonerate, 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, workman's

compensation and income tax laws with respect to Contractor or Contractor's employees engaged in performance under the Contract.

- 1.7.2. Workers' Compensation Insurance. Contractor shall maintain worker's compensation insurance as required by law and shall provide certificate of same if requested by the State. Failure to provide a certificate of worker's compensation insurance may result in termination of the Contract. Provision of workers' compensation insurance by the State under this provision shall be in the name of the Contractor as employer and shall not alter the independent contractor status of Contractor under the Contract. 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.

1.8. 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). The State will furnish exemption certificates upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the State, Contractor shall be solely responsible for the payment of those taxes.

1.9. General Indemnification and Insurance

- 1.9.1. Contractor's Indemnification. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Contract or Contractor's failure to comply with any state or federal statute, law, regulation, or rule during performance or applicable to the performance of the Contract.
- 1.9.2. Actions on Tender; Limitation. Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under the Contract. Contractor shall not be required to hold the State harmless for damages attributed to the State in a final order issued by a court of competent jurisdiction. If it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State, to the extent funds are legally available therefore, shall reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 9.3.
- 1.9.3. Requirements of Defense. Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).
- 1.9.4. Insurance. Contractor shall furnish and maintain insurance coverages as set forth in **Attachment 7 - Insurance Requirements** of this Contract.

1.10. Patent and Copyright Indemnity

- 1.10.1. Indemnity. 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 shall pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: 1) that Contractor shall be notified promptly in writing by the State of any notice of such claim; 2) 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 3) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

1.10.2. Limitation. 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: 1) 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 Solicitation or the specifications; 2) the modification of the Property unless such modification was disclosed in the Solicitation or the specifications; or 3) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the Solicitation or the specifications.

1.10.3. Option to Replace, Modify, or Refund. 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.

1.11. Billing

- 1.11.1. Contract Numbers on all Documentation. 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.
- 1.11.2. Invoices. Contractor shall submit all invoices directly to the Agency.
- 1.11.3. Payment Processing. Invoices shall be accepted and processed for payment in accordance with Idaho Code sections 67-2302 and 67-9218.

1.12. Assignment, Merger, Consolidation, or Change of Contractor

- 1.12.1. Application of Idaho Statutes. Assignments, mergers, consolidations, and changes of the Contractor under this Agreement are subject to the provisions of Idaho Code sections 67-1027 and 67-9230.
- 1.12.2. Consent to Assign. 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 Purchasing Administrator and the Idaho Board of Examiners.
- 1.12.3. Consent to Change of Contractor. Any entity into which Contractor may be merged or with which it may be consolidated, any entity resulting from any merger or consolidation to which Contractor is a party, or any entity succeeding to the business of Contractor shall not become the successor of Contractor without first obtaining the prior written approval of the Purchasing Administrator and the Idaho State Board of Examiners.
- 1.12.4. Effect of Non-Compliance. At the option of the Purchasing Administrator, transfer without approval required by this section shall cause the annulment of the Contract. All rights of action for any breach of the Contract are reserved to the State notwithstanding such annulment. As provided in Idaho Code section 67-1027, the State shall not be obligated to pay the assignee until the assignment is recognized by the Idaho Board of Examiners and no damages shall accrue to Contractor or the assignee arising from the State's assignment and payment processes pursuant to Idaho Code sections 67-1027 and 67-9230.

1.13. Subcontracting. Unless otherwise allowed by the State in this Contract, Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this 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 obligation under this 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 or its sub-subcontractor. Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its subcontractors under this Contract to purchase and maintain the insurance coverage set forth in the Contract for the Contractor in connection with the performance of work by the approved subcontractor.

1.14. 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, Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

1.15. State's Confidential Information

- 1.15.1. Collection and Ownership. 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. The State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. The Agency may require that Confidential Information be returned to the Agency upon termination of this Contract subject to Contractor's document retention procedures as required by law.
- 1.15.2. Use. 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 for the following:
 - 1.15.2.1. With the State's prior written consent;
 - 1.15.2.2. Under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State unless prohibited by such order; or
 - 1.15.2.3. In response to any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under the Contract, or which in any way might reasonably require access to the State's data and then only upon timely notice to the State, unless prohibited by law from making such contact.
- 1.15.3. Limitation. Confidential Information shall not include data or information that:
 - 1.15.3.1. 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;
 - 1.15.3.2. Becomes generally available to the public other than as a result of disclosure by Contractor; or
 - 1.15.3.3. 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.

1.16. Public Records. Pursuant to the Idaho Public Records Act, Idaho Code title 74, chapter 1, records, including documents in all forms, received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual portions of records as "exempt" on each page of the record containing exempt portions and shall indicate the basis in the Idaho Public Records Act for such exemption. The State will not accept the marking of an entire record as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the record is exempt from disclosure. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring Contractor's designation of exemption or for Contractor's failure to designate a record as exempt. Contractor's failure to designate as exempt any record or portion of a record 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 honors a claim of exemption by Contractor, Contractor shall provide the legal defense for such claim.

1.17. Use of the State of Idaho's 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.

1.18. Fiscal Necessity and Non-Appropriation. The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This 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 State's Legislature as may exist from time to time.

The State reserves the right to terminate this 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, or if the State discontinues or makes a material alteration of the program under which funds were provided. 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 of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

1.19. Notices. Any notice given in connection with the Contract shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address provided in the header of this Contract. Either party may change its address by giving notice of the change in accordance with this paragraph.

1.20. Authority to Conduct Business in Idaho; Service of Process. Contractor must independently determine whether Contractor is required to register with the Idaho Secretary of State, and, if so, must register and remain in good standing for the term of this Contract. If Contractor is not registered with the Idaho Secretary of State, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its address for notices under this Contract. Service shall be completed upon Contractor's actual receipt of process, or upon the State's receipt of the return thereof by the United States Postal Service, or a reasonable delivery service if Contractor's address is outside the United States, as refused or undeliverable.

1.21. Required Certifications.

- 1.21.1. Boycott of Israel. Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), 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.
- 1.21.2. Ownership or Operation by China. 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. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.
- 1.21.3. Boycott of Various Industries. 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 Contract 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.

1.22. 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.

1.23. Attorney Fees. Notwithstanding any statute to the contrary, in the event suit is brought by any party to this Contract to enforce the terms of this Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

1.24. Force Majeure. Neither Contractor nor the State shall be liable for or deemed to be in default for any delay or failure to perform under the Contract if such delay or failure to perform results from unforeseeable causes including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather. The unforeseeable cause must be beyond the control and without the fault or negligence of the party asserting it. Matters of the Contractor's finances shall not be a force majeure. The excused party is obligated to promptly perform in accordance with the terms of this Contract after the unforeseeable cause ceases. Unless otherwise agreed in writing by the parties, the period for the performance shall be extended for a period equivalent to the period of the force majeure delay.

1.25. Entire Agreement; Headings

- 1.25.1. Complete Statement of Terms. The Contract constitutes the entire agreement between the State and Contractor and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties.
- 1.25.2. Conflicting and Supplemental Terms. Unless specifically accepted by the Purchasing Authority in writing, terms in documents outside of this Contract shall be of no force and effect.
- 1.25.3. Headings. All headings in this agreement are for convenience only and shall not affect the meaning of any provision hereof.

1.26. Governing Law. 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.

1.27. Severability; Survival

- 1.27.1. Severability. If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
- 1.27.2. Survival. Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue.

1.28. Sovereign Immunity. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

1.29. Electronic Signature; Counterparts

- 1.29.1. **This Contract** may be electronically signed. Any electronic signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- 1.29.2. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE 2 – TERMS APPLICABLE TO THE PURCHASE OF GOODS

The following terms apply to the purchase of goods, which generally means the purchase of physical property that is delivered to the State. In the event of uncertainty as to the applicability of these terms, they shall be deemed applicable unless the State has explicitly stated that they do not apply.

2.1. Property – Goods

- 2.1.1. Specifications. Contractor shall deliver all Property in accordance with **Attachment # – Specifications.** Contractor's failure to deliver the Property as provided in this Contract is a material breach of this Contract.
- 2.1.2. New and Unused Property. Unless otherwise provided in the Specifications, all Property delivered by Contractor shall be new, unused, not previously installed or demonstrated, and shall be within current production inventory of the manufacturer or actively being marketed by the Contractor.
- 2.1.3. Components. Unless otherwise provided in the Specifications, all Property delivered by Contractor shall:
 - 2.1.3.1. Include all components and accessories that the manufacturer identifies or lists as "standard."
 - 2.1.3.2. Include all components, hardware and parts necessary for complete and proper assembly, installation and operation of the Property.

2.2. Acceptance. Where an acceptance procedure is not set forth in the specifications the following shall apply. If no procedure is set forth in the specifications, the State may, in its sole discretion, conduct such testing and inspection as the State deems necessary.

- 2.2.1. No Installation of Property. 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 Property does not meet the specifications.
- 2.2.2. Installed Property. 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 specifications or that the Property is not installed correctly.
- 2.2.3. Revocation of Acceptance. The State may revoke acceptance as provided by Idaho Code section 28-2-608 and as provided in Paragraph 2.3 of this Article 2. Upon revocation, the State shall deliver written notice of revocation to Contractor specifying the defect or nonconformance, whether the Contractor is permitted to cure the defect or nonconformance and the time period for cure, if permitted.
- 2.2.4. Effect of Rejection or Revocation of Acceptance. If the State rejects the Property or revokes acceptance of the Property, Contractor shall refund all payments the State made to the Contractor for the Property and shall, at no cost to the State, remove the Property in the State's possession as provided in the notice of rejection or revocation. If no date of removal is specified, Contractor shall remove the Property within fourteen (14) calendar days of the notice.

2.3. Non-compliance, Recall, and Regulatory Compliance. If all or a portion of the Property is recalled by a regulatory body or the manufacturer, or is known or reasonably suspected by Contractor not to comply with applicable regulatory standards, Contractor shall immediately notify the State and shall provide a copy of any notice received by Contractor concerning the Property. Notwithstanding prior acceptance under the Contract, the State may reject or revoke acceptance of Property recalled by a regulatory body or the manufacturer, or that is known or reasonably should be known by Contractor not to comply with applicable regulatory standards, in whole or in part. If the State rejects or revokes acceptance of the Property, Contractor shall remove the Property as provided in Paragraph 2.2.4 of this Article 2 at no cost to the State and shall reimburse the State for all payments made for such Property.

2.4. Warranty. Contractor warrants that the Property shall conform to or exceed the specifications and shall be fit for ordinary use, of good quality, with no material defects. Contractor's warranty shall include replacement, repair, and any associated labor for the period of time required by the specifications or by the standard manufacturer or Contractor provided warranty, whichever is longer. If Contractor is not the manufacturer of the Property, Contractor shall ensure that the full, unadulterated, and undiminished manufacturer warranty is provided by the manufacturer to the State at no

additional cost to the State. If a conflict or inconsistency exists between the manufacturer's warranty and Contractor's warranty, the warranty that provides the greatest benefit and protection to the State shall prevail.

2.5. Shipping and Delivery. All Property delivered under this Contract shall 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.

2.6. Risk of Loss. Risk of loss and responsibility and liability for loss or damage remains with Contractor until acceptance by the State under the terms of this Contract. Upon acceptance, risk of loss shall pass to the State unless otherwise provided in the Contract and with the exceptions of latent defects, fraud and Contractor's warranty obligations. Loss, injury or destruction prior to acceptance by the State shall not release the Contractor from any obligation under the Contract.

ARTICLE 3 – TERMS APPLICABLE TO THE PURCHASE OF SERVICES - RESERVED

ARTICLE 4 – TERMS APPLICABLE TO THE PURCHASE OF TECHNOLOGY - RESERVED

ARTICLE 5 - TERMS APPLICABLE TO STATEWIDE CONTRACTS

The following terms apply to contracts that are specifically identified as statewide contracts, either in the solicitation or otherwise in the contract document, and to participating addendums issued against a cooperative contract master agreement, unless such participating addendum explicitly states that it is for a single agency/is not a statewide contract.

5.1. Reporting

- 5.1.1. Summary Usage Report. Contractor shall provide a summary usage report on a quarterly basis, according to the deadlines below, indicating its total net sales for the previous quarter and the corresponding Administrative Fee. Contractor shall email reports to purchasing@adm.idaho.gov.

Reporting Period (Fiscal Year Quarters)	Fee and Report Due Date
1st Quarter (July 1 – September 30)	November 30th
2nd Quarter (October 1 – December 31)	February 28th
3rd Quarter (January 1 – March 31)	May 31st
4th Quarter (April 1 – June 30)	August 30th

- 5.1.2. Detailed Usage Report. Contractor shall provide a detailed usage report on a quarterly basis, according to the same deadlines and to the same email address identified above in Paragraph 5.1.1. The detailed usage report must include, at a minimum, the purchasing entity (e.g., agency name, school district, etc.), property description, category if applicable, quantity, unit price, and extended price.

- 5.1.3. Additional Reporting. Contractor shall provide any additional reporting as specifically identified in the Contractor or associated master agreement.

5.2. Administrative Fee

- 5.2.1. Application of Administrative Fee. This statewide Contract shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on net sales under the Contract, as follows:

5.2.1.1. For Contracts that are not issued pursuant to a cooperative contracting master agreement, the prices to be paid by the State (the price offered by Contractor or otherwise agreed to by the State) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee.

5.2.1.1.1. 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.
- 5.2.1.1.2. Contractor may add the cost of the State of Idaho Administrative fee to invoices if the Contract is a participating addendum pursuant to a cooperative contracting master agreement.
- 5.2.1.2. On a quarterly basis, Contractor shall remit to State of Idaho, Division of Purchasing, an amount equal to one and one-quarter percent (1.25%) of Contractor's net quarterly Contract sales(sales minus credits).
- 5.2.1.3. *For Example: If the total of Contractor's net sales to the Agency for one quarter is ten thousand dollars (\$10,000), Contractor must remit \$10,000 x 0.0125, equal to one hundred twenty-five dollars (\$125) to the Division of Purchasing for that quarter, along with the required quarterly usage report detailed in Paragraph 5.1.*
- 5.2.2. Payment of Administrative Fee. Contractor shall remit the Administrative Fee to the State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 on the due date identified above in Paragraph 5.1 for reporting.
- 5.2.3. Refund of Administrative Fee. If the Contract is terminated by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the Contract terminated 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.

Failure to Remit Administrative Fees. If Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; terminate 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; and/or exclude Contractor from participating in future solicitations. 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.

Department of Administration

Erik Schmidt

Signature: _____

Name: Erik Schmidt

Title: Buyer

Date: 11/17/2025

Digitally signed by Erik
Schmidt
Date: 2025.11.17 10:37:05
-07'00'

TRIPLE B CORPORATION DBA Charlie's Produce

Signature: _____

Name: Thomas Hall

Title: BUSINESS MANAGER - BOISE

Date: 11/17/2025

Attachment 1

Background Information

1. About The Department / Agency

The Division of Purchasing (DOP) serves as the centralized procurement arm for the State of Idaho, facilitating purchases on behalf of state agencies, political subdivisions, and other eligible entities to ensure efficient, cost-effective, and compliant acquisition of goods and services.

2. Background Information

The State of Idaho currently contracts with one vendor to supply fresh produce to state agencies, including the Idaho Department of Correction (IDOC), Idaho Department of Juvenile Corrections (IDJC), Department of Health and Welfare (DHW) for State Hospitals, and Idaho Division of Veterans Services (IDVS). This Invitation to Bid (ITB) aims to establish up to three regional contracts (North, South, East, per Section 3.5 and Attachment 6) for fresh produce, available to all eligible State of Idaho entities, including state agencies, political subdivisions, and other authorized public entities. The existing contract expires in November 2025, necessitating this solicitation to secure reliable suppliers to meet the diverse fresh produce needs of these entities under a new contract term per Attachment 2, Section 3.

3. Existing Data

3.1 Number of users

Approximately one hundred (~100) state facilities and political subdivisions, including:

- 3.1.1 **IDOC:** Fifteen (15) facilities, approximately seven-thousand two-hundred ninety-nine (7,299) beds.
- 3.1.2 **IDJC:** Three (3) facilities, approximately two-hundred forty-eight (248) beds.
- 3.1.3 **DHW:** State hospitals – roughly one-hundred seventy (170) beds.
- 3.1.4 **IDVS:** Veterans homes: Lewiston: sixty-six (66) beds, Post Falls: sixty-two (62) beds, Pocatello: one-hundred thirty-five (135) beds, Boise: one-hundred sixty-seven (167). Facilities are grouped into North, South, and East regions (Attachment 6) for bidding and delivery purposes.

3.2 Annual Spend

Estimated at five to ten million dollars (\$5M–\$10M). These are estimates only; no minimum or maximum order, spend, or volume is guaranteed or implied.

3.3 Estimated Quantities

Estimated annual four-hundred ninety-six thousand five hundred fifty-five pounds (~496,555 lb) are derived from IDJC, DHW (state hospitals), IDVS, and IDOC data, allocated by region (Attachment 6). Actual usage may vary. Estimates are for bid evaluation only and not guaranteed. Submittal Form B provides region-specific estimates and unit conversions. Regional estimates include North, South, and East, per Submittal Form B.

3.4 Locations

The State reserves the right to add or remove locations within all regions during the contract term.

4. Current Challenges

4.1 **IDOC:** Strict security protocols due to large inmate populations. High-volume, frequent deliveries and potential lockdowns requiring re-delivery within twenty-four to forty-eight (24–48) hours.

4.2 **IDJC:** Compliance with USDA National School Lunch Program (NSLP) and School Breakfast Program (SBP) standards, including Buy American requirements. Frequent, small orders due to limited storage, requiring full-case deliveries where specified (Section 5.4).

- 4.3 State Hospitals:** Rapid delivery and cold chain management (Attachment 2, Section 2.4) for patient care, with full-case deliveries placed in refrigerators (Section 5.4). Coordination with dietary staff for special needs and flexible order adjustments due to fluctuating patient census.
- 4.4 IDVS:** Diverse delivery schedules (e.g., weekly for Lewiston/Pocatello, bi-weekly for Post Falls). Conservative budgets (\$1,000–\$2,000/month per facility) requiring cost-effective pricing.

5. References:

- 5.1 [Idaho Food Code](#)
- 5.2 [USDA National School Lunch Program Meal Pattern](#)
- 5.3 [USDA School Breakfast Program Meal Pattern](#)
- 5.4 [USDA NSLP/SBP Code \(7 CFR § 210.21\)](#)
- 5.5 [USDA Food Safety and Inspection Service \(FSIS\)](#)
- 5.6 [USDA Hazard Analysis Critical Control Point \(HACCP\)](#)
- 5.7 [Idaho Statute 67-2327](#)

Attachment 2

Scope of Work

1. Summary of Scope

The Contractor must supply fresh produce through a statewide contract for use by state agencies and political subdivisions, including specialized requirements for certain agencies (e.g., IDOC, IDJC, DHW, IDVS). The Contractor must make the contract available to all eligible State of Idaho entities, including state agencies, political subdivisions, and other authorized public entities as defined in Idaho Statute § 67-5717.

2. Objectives and Expectations

The Contractor must meet the following objectives:

2.1 Reliable Supply: The Contractor must ensure a reliable, high-quality supply of fresh produce meeting USDA standards for IDJC (aligned with National School Lunch Program requirements, see Attachment 4), dietary needs for State Hospitals, and IDVS preferences.

2.2 Cost-Effectiveness: The Contractor must provide competitive pricing through fully burdened unit prices, with flexibility for quarterly adjustments to reflect market conditions, while maintaining transparency via supplier invoice audits as requested by the State.

2.3 Timely Delivery: Guarantee delivery schedules tailored to agency needs, including accommodations for emergency orders and lockdown re-deliveries.

2.4 Food Safety and Quality: The Contractor must maintain strict compliance with USDA FSIS, HACCP, and cold chain standards for all produce, ensuring freshness, freedom from contaminants, and institutional quality thresholds.

2.5 Security Compliance: The Contractor must adhere to stringent security protocols for corrections facilities (Attachment 3), including tamper-proof packaging, background-checked personnel, and rapid response to rejections or recalls.

2.6 Nutritional Standards: The Contractor must support IDJC's USDA school nutrition requirements and State Hospitals' dietary needs (e.g., low-sodium options).

3. Schedule & Term Expectations

The initial term is one (1) year. Upon mutual, written agreement, the Contract may be renewed, extended, or amended. The anticipated total Contract term is five (5) years.

4. General Requirements

The Contractor must meet the following minimum mandatory specifications:

4.1. The Contractor must demonstrate proven experience (minimum 5 years) with large-scale produce distribution to governmental or institutional clients, including corrections facilities and hospitals.

4.2. The Contractor must have the capacity to supply approximately 496,555 units annually (estimated; no minimum volume guaranteed) and deliver to all facilities within the awarded region(s) (North, South, and/or East, per Attachment 6).

4.3. The Contractor must adapt to evolving needs, including new items or facilities added by institutions, without minimum order mandates.

5. Agency Specific Requirements

The Contractor must comply with the following agency-specific considerations:

5.1. Correctional Facilities (IDOC/IDJC): The Contractor must provide large volumes for IDOC and diverse produce for IDJC to meet USDA subtype minimums (e.g., dark green vegetables, per Attachment 4), considering limited

storage at IDJC. Deliveries must include palletized, labeled, tamper-proof packaging compliant with security protocols (Attachment 3).

5.2. **State Hospitals (DHW):** The Contractor must ensure rapid, reliable deliveries with cold chain integrity, placing full-case deliveries in designated refrigerators. The Contractor must accommodate special dietary needs (e.g., low-sodium) and fluctuating patient censuses.

5.3. **Statewide Logistics for All Agencies:** The Contractor must maintain robust warehouse and fleet capabilities, with uniform pricing across zones except for approved special services (e.g., expedited deliveries, unique packaging).

6. Operational Requirements

The Contractor must comply with the following provisions, which take precedence in the event of conflict with the State's Standard Terms and Conditions or other ITB requirements:

6.1. Delivery

The Contractor must coordinate with agencies within the awarded region(s) (North, South, East) within thirty (30) days of contract award to finalize packaging sizes, delivery schedules, and frequencies. Deliveries must occur within two (2) days after receipt of order (ARO) unless specified otherwise by agencies, using refrigerated transport compliant with USDA FSIS cold chain standards. Minimum delivery frequencies include:

- 6.1.1. **IDOC:** Minimum once-weekly for all facilities; twice-weekly for facilities with over 500 inmates (e.g., ISCC, ISCI, SICI, ICIO, IMSI, per Attachment 5) if requested.
- 6.1.2. **IDJC:** Minimum twice-weekly to Juvenile Corrections Centers (e.g., St. Anthony, Lewiston, Nampa, per Attachment 5), aligned with NSLP/SBP requirements.
- 6.1.3. **DHW:** At least twice-weekly for State Hospital North; five (5) days per week for State Hospital South (primary days Tuesday/Friday, with holiday adjustments); minimum twice-weekly for Southwest Idaho Treatment Center.
- 6.1.4. **IDVS:** Five (5) days per week for Lewiston, Post Falls, and Pocatello Veterans Homes (primary days Tuesday/Friday, with holiday adjustments); bi-weekly for Boise Veterans Home.
- 6.1.5. **Other Eligible Entities:** Minimum once-weekly unless otherwise specified in the purchase order.

For IDOC and IDJC, the Contractor must provide re-delivery within twenty-four to forty-eight (24-48) hours post-lockdown at no extra cost. Failure to meet schedules may result in penalties or termination, as assessed during quarterly reviews.

6.2. Packaging and Labeling

The Contractor must ensure all bulk-packaged and processed produce is labeled on each shipping container with the item name, number, net weight, Contractor/supplier name and address, pack date, and best used by/expiration date. For IDOC/IDJC, packaging must be tamper-proof (per Attachment 3). Labels must be legible, secure, and resistant to environmental conditions. The Contractor must confirm packaging sizes with agencies within thirty (30) days of award. Non-compliant packaging may result in rejection at the Contractor's expense, with replacements or credits within twenty-four (24) hours (Boise area) or forty-eight (48 hours) (elsewhere).

6.3. Quality and Food Safety

The Contractor must maintain a ninety-five percent (95%) minimum fill rate per quarter per account, with produce compliant with USDA FSIS, HACCP, and cold chain standards. The State will inspect and accept produce within twenty-four (24) hours (general), five (5) days (slow-degrading), or one (1) day pre-expiration (bagged items), notifying the Contractor of rejections immediately. In the event of non-compliance:

- 6.3.1. The Contractor must replace non-compliant produce at no cost within twenty-four to forty-eight (24-48) hours.
- 6.3.2. The Contractor must submit a corrective action plan within five (5) business days.
- 6.3.3. For repeated instances (two or more in 30 days), the State may impose invoice reductions up to five percent (5%) of the affected delivery's value.
- 6.3.4. Persistent non-compliance may result in termination.

All remedial costs must be borne by the Contractor. These remedies are specific to food safety and quality but align with standard contract remedies.

6.4. Security

The Contractor must comply with security protocols for IDOC/IDJC facilities, including background checks, fingerprinting, drug-free policies, and vehicle searches for personnel (per Attachment 3). Training on these protocols, if required, must be provided at no additional cost, included in fully burdened prices.

6.5. Price Adjustments

After the initial thirty (30) days, the Contractor may request quarterly price adjustments based on USDA AMS Fresh Fruit and Vegetable Market News (or equivalent). Cumulative increases per item must not exceed 5% annually of the original bid price unless approved by DOP, considering factors like tariffs or inflation. Requests must include documentation. DOP must review within seven (7) business days. Price decreases must be passed on within fourteen (14) business days. For IDJC, adjustments must comply with 7 CFR § 210.21, using the same process as other agencies. Non-compliance may result in invoice reductions or termination.

If increases exceed the cap or affect fill rates, agencies may source externally with DOP approval, providing written notification and market quotes. External sourcing must be temporary, with Contractor cooperation required.

6.6. Post-Award Catalog Submission

The Contractor must submit a comprehensive catalog of all available fresh produce items, including pricing, within thirty (30) days of award. Pricing for non-bid items must comply with ITB terms and are subject to State approval.

6.7. Reporting and Monitoring

The State reserves the right to conduct quarterly performance reviews assessing fill rates, delivery timeliness, and quality standards using Contractor reports. The Contractor must submit reports via email to: purchasing@adm.idaho.gov

- 6.7.1. Monthly usage reports by region (product, quantity, delivery date) to DOP within ten (10) business days following the end of the reporting month.

6.7.1.1. Example: Reporting month ends Tuesday, March 31, 2026 = reports due by Tuesday, April 14, 2026;

- 6.7.2. Quarterly fill rate reports to DOP and agencies within ten (10) business days, including total orders received/delivered, non-deliveries/substitutions, and reasons (e.g., item name, order number, quantity ordered/delivered, reason for non-delivery).

6.7.2.1. Reporting months:	Reports Due within ten (10) business days of following month:
Q1: Jan-Mar	April
Q2: Apr-Jun	July
Q3: Jul-Sep	October
Q4: Oct-Dec	January

6.8. Compliance with Laws and Regulations

The Contractor must comply with USDA FSIS, HACCP, Idaho Code Title 67 Chapter 92, IDOC security (Attachment 3), and Buy American for IDJC (NSLP/SBP, per 7 CFR 210.21(d)(5) and Buy American Accommodation Process; non-domestic limited to 10% of expenditures, with exceptions if unavailable/cost-prohibitive).

6.9. Records Maintenance and Audit Rights

The Contractor must maintain all payment and performance records for three (3) years post-termination or until audits are complete. The Contractor must allow State/Federal auditors and purchasing staff access during normal hours, acknowledging requests within forty-eight (48) hours and providing records within ten (10) business days (or sooner for urgent audits). Non-compliance may result in invoice reductions.

6.10. Website/Ordering Requirements

If providing a website for orders, any terms waiving sovereign immunity, subjecting the State to other jurisdictions, limiting claim times below Idaho law, imposing unfavorable payments (per Idaho Code § 67-2302), or requiring indemnification (per Idaho Code §§ 67-9215, 59-1016) are void. Click-through terms contradicting this contract are not binding. Third-party websites must comply.

6.11. Use of State Purchasing Card

Use of State Purchasing Cards (P-Cards) is prohibited with the resulting contract.

6.12. Subcontractors

The Contractor must ensure any subcontractors comply with all contract requirements, including security and quality standards.

7. Additional Requirements

Upon contract award, the selected Contractor(s) must submit a comprehensive catalog of all fresh produce items available for purchase under this contract within thirty (30) days of contract award, including associated pricing. The pricing for items not listed in Submittal Form B must adhere to the terms and conditions, including price adjustment mechanisms, outlined in this ITB. The State reserves the right to review and approve pricing for non-bid items to ensure compliance with the contract.

8. Invoicing

All invoices must be sent to the Agency in which the Property was Provided. The Contract number must be listed on all invoices. Unless otherwise directed, invoices must not be sent to the Division of Purchasing.

The Contractor must provide a minimum of one invoice with each delivery. Each invoice must contain, at a minimum:

- 8.1 Delivery Driver's Name
- 8.2 Purchase Order Number
- 8.3 Ship to Address
- 8.4 Product Description
- 8.5 Price per Line
- 8.6 Quantity Ordered
- 8.7 Quantity Shipped
- 8.8 Quantity Backordered
- 8.9 Invoice Total Cost

Attachment 3

IDOC 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) upon notification of contract award. These individuals must pass a background check and fingerprinting assessment no later than the latter of forty-five (45) calendar days prior to commencement of the contract or upon notification of contract award.

Once the background check has been completed, IDOC Contract Services or the IDOC Statewide Food and Nutrition Services Manager (SFNSM) 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 history investigation) within two (2) weeks after notification of the 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. Any Contract employees who do not obtain fingerprinting within two (2) weeks of background clearance approval will have access privileges to IDOC Institutions revoked until such time as fingerprints are obtained.

All future and potential 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 two (2) weeks of notification of background check approval. All required background information shall be provided on the then-current IDOC background questionnaire form and must be mailed, hand-delivered, or emailed at least forty-five (45) calendar days in advance of the need for access, to: Idaho Department of Correction, Attention: Statewide Food and Nutrition Services Manager (SFNSM), 1299 N Orchard St, Suite 110, Boise, ID 83706, bkay@idoc.idaho.gov and cmacarth@idoc.idaho.gov. Should the Contractor be unable to reach the SFNSM for completion of background checks for any reason, the required background information shall be submitted to IDOC Contract Services at contracts@idoc.idaho.gov.

If the Contractor becomes aware of the arrest of any of the Contractor's staff, the Contractor shall immediately notify the IDOC Special Investigations Unit (backgrounds@idoc.idaho.gov), providing as much detail and information as is available. The 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. The 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 execution of an amendment to the Contract by the Division of Purchasing.

Pursuant to 28 C.F.R. Page 8 of 10 § 20.33 the Contractor shall not be entitled to the dissemination of any criminal history record information obtained as part of the backgrounding process.

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

Background Check/Fingerprinting Fees: Should any costs be incurred while completing background checks, the Contractor will be invoiced monthly by the IDOC for the costs of all background checks and fingerprinting completed, payable net thirty (30) days of receipt of invoice, regardless of whether the person(s) investigated are approved or not. Payment can be made by check or by electronic transfer (e.g. ACH / EFT) as mutually agreed in writing between the IDOC and the Contractor.

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(s). 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 shall contact the IDOC contract monitor at bkay@idoc.idaho.gov and cmacarth@idoc.idaho.gov or contracts@idoc.idaho.gov 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.

Delivery Vehicle Searches: All delivery vehicles are subject to search before entering and at any time while on IDOC property. At no point while the Contractor is on site and an IDOC Institution may a resident enter any portion of the Contractor vehicle.

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.

Disclosure: The Contractor shall require all Contract employees to disclose in writing any felony or misdemeanor convictions and all friends and family members who are current or previous residents, probationers, or parolees supervised by the IDOC. Disclosures are required in accordance with IDOC SOP 220.07.01.001. The Contractor shall maintain records of all Contract employee's signed disclosures. These records shall be made available to the IDOC upon request and must be updated annually. The Contractor must provide written notification to the IDOC Special Investigations Unit at backgrounds@idoc.idaho.gov of intent to hire a past resident of the IDOC or family member of the past resident, whether or not the past resident or family member of the past resident works directly or indirectly to provide any services under this contract. To ensure a safe and secure environment for staff, residents, 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 two (2) weeks of the award of the Contract.

Attachment 4

IDJC Purchasing Practices & Needs

Two thirds of the Idaho Department of Juvenile Correction's (IDJC's) feeding obligation is as a school district, which is 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 1 cup of fruit at both breakfast and lunch daily, for a total of 14 cups per student per day. The federal requirements 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:

- $\frac{1}{2}$ cup of dried fruit as 1 cup;
- If fruit is used as a snack, it must be at least $\frac{3}{4}$ 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 7 cup measurement can be misleading, because 1 cup of leafy greens only counts as $\frac{1}{2}$ 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 for each vegetable subtype:

- Dark Green – $\frac{1}{2}$ cup per week minimum
- Red/Orange – $1\frac{1}{4}$ cup per week minimum
- Beans/Dried Peas (legumes) – $\frac{1}{2}$ cup per week minimum
- Starchy vegetables (corn, peas, potatoes) - $\frac{1}{2}$ cup per week minimum
- Other servings from dark green, red/orange, and/or legumes subtypes – $\frac{3}{4}$ cup per week
- Additional vegetables from ANY subtype to reach 5-cup weekly total for lunch – $3\frac{1}{2}$ 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 at dinner.

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 5

State Agency Institution Locations

The following locations are grouped by region (North, South, East) for delivery purposes under the Contract(s) awarded pursuant to ITB #872. Contractors must coordinate delivery schedules with each agency within their awarded region(s), per Section 6.6.

North Region

Counties: Benewah, Bonner, Boundary, Kootenai, Shoshone, Clearwater, Latah, Lewis, Nez Perce, Idaho

Institution	Address	Number of Beds
Idaho Department of Corrections		
Idaho Correctional Institution - Orofino (ICIO)	381 W. Hospital Dr., Orofino, ID 83544	589
North Idaho Correctional Institution (NICI)	236 Radar Rd., Cottonwood, ID 83522	432
Idaho Department of Juvenile Corrections		
Juvenile Corrections Center - Lewiston	140 Southport Ave., Lewiston, ID 83501	36
Idaho State Hospitals		
State Hospital North	300 Hospital Drive, Orofino, ID 83544	55
Idaho Division of Veterans Services		
Lewiston Veterans Home	821 21st Avenue, Lewiston, ID 83501	66
Post Falls Veterans Home	590 South Pleasant View Rd, Post Falls, ID 83854	62

South Region

Counties: Ada, Adams, Owyhee, Boise, Canyon, Elmore, Gem, Payette, Valley, Washington, Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Institution	Address	Number of Beds
Idaho Department of Corrections		
Idaho Maximum Security Institution (IMSI)	13400 S. Pleasant Valley Rd., Kuna, ID 83634	516
Idaho State Correctional Center (ISCC)	14601 S. Pleasant Valley Rd., Kuna, ID 83634	2146
Idaho State Correctional Institution (ISCI)	13500 S. Pleasant Valley Rd., Kuna, ID 83634	1590
Mountain View Transformation Center (MVTC)	15505 S. Pleasant Valley Rd., Kuna, ID 83634	447
South Boise Women's Correctional Center (SBWCC)	13200 S. Pleasant Valley Rd., Kuna, ID 83634	312
South Idaho Correctional Institution (SICI)	13900 S. Pleasant Valley Rd., Kuna, ID 83634	850
East Boise Community Reentry Center (EBCRC)	2366 E. Old Penitentiary Rd., Boise, ID 83712	148
Nampa Community Reentry Center (NCRC)	1640 11th Ave. North, Nampa, ID 83687	115
Twin Falls Community Reentry Center (TFCRC)	616 Washington St. S., Twin Falls, ID 83301	160
Treasure Valley Community Reentry Center (TVCRC)	14195 S. Pleasant Valley Rd., Kuna, ID 83634	108
Idaho Department of Correction Central Office	1299 N. Orchard, Suite 110, Boise, ID 83706	N/A
Idaho Department of Juvenile Corrections		
Juvenile Corrections Center - Nampa	1650 11th Ave. N., Nampa, ID 83687	84
Idaho Department of Juvenile Corrections Central Office	954 W. Jefferson St., Boise, ID 83702	N/A
Idaho State Hospitals		
Southwest Idaho Treatment Center	1660 11th Ave. N., Nampa, ID 83687	50
State Hospital West	1652 11 th Ave. N., Nampa, ID 83687	25
Idaho Department of Health and Welfare Central Office	450 West State St., Boise, ID 83702	N/A
Idaho Division of Veterans Services		
Boise Veterans Home	320 Collins Rd., Boise, ID 83702	167
Idaho Division of Veterans Services Central Office	351 Collins Rd., Boise, ID 83702	N/A

East Region

Counties: Bannock, Bear Lake, Bingham, Caribou, Franklin, Oneida, Power, Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, Teton

Institution	Address	Number of Beds
Idaho Department of Corrections		
Pocatello Women's Correctional Center (PWCC)	1451 Fore Rd., Pocatello, ID 83204	367
St. Anthony Work Camp (SAWC)	125 N. 8th W., St. Anthony, ID 83445	407
Idaho Falls Community Reentry Center (IFCRC)	3955 Bombardier Ave., Idaho Falls, ID 83402	113
Idaho Department of Juvenile Corrections		
Juvenile Corrections Center - St. Anthony	2200 East 600 North, St. Anthony, ID 83445	128
Idaho State Hospitals		
State Hospital South	700 East Alice St., Blackfoot, ID 83221	135
Idaho Division of Veterans Services		
Pocatello Veterans Home	1957 Alvin Ricken Dr., Pocatello, ID 83201	66

Note: The State reserves the right to update delivery locations within regions during the contract term, per notification to the Contractor(s).

Attachment 6

Area Listings with Counties and Map

Regions

North Region (A) Counties

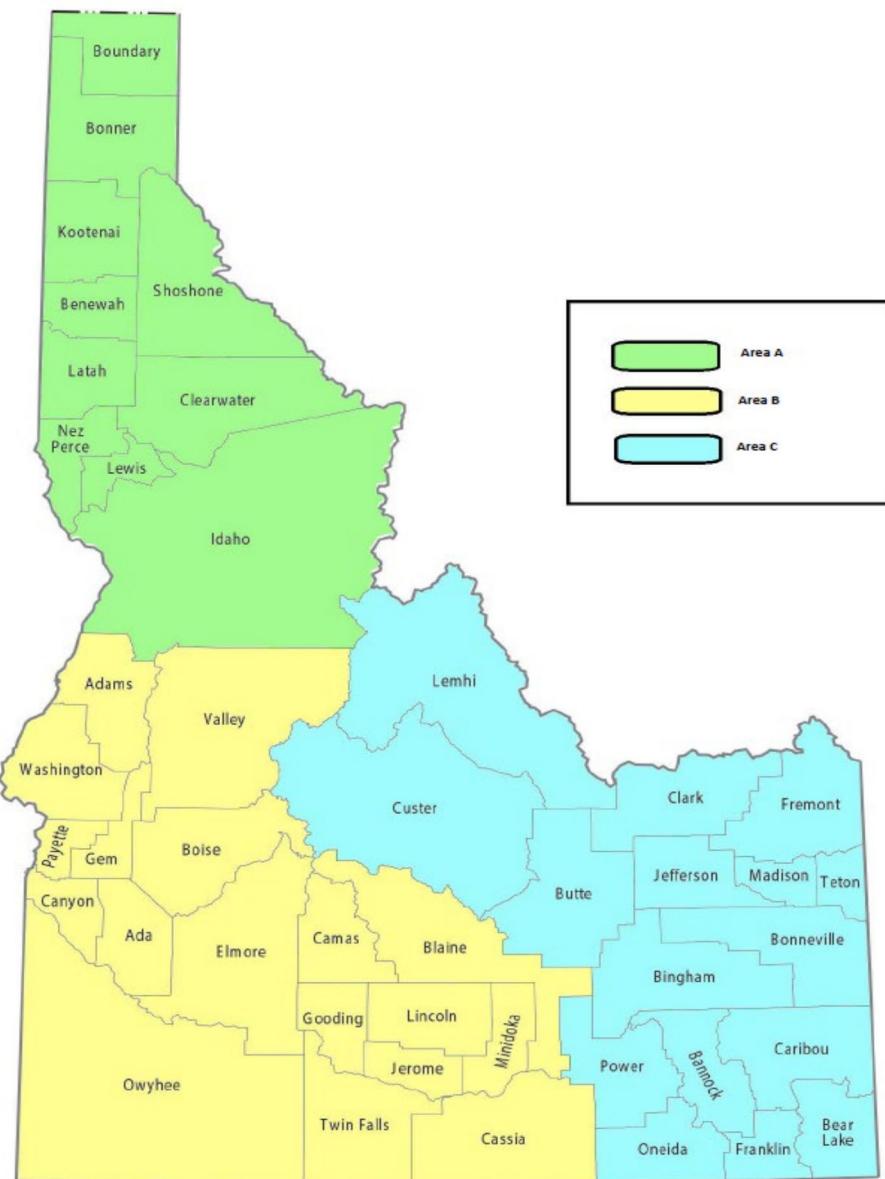
Benewah, Bonner, Boundary, Kootenai, Shoshone, Clearwater, Latah, Lewis, Nez Perce, Idaho

South Region (B) Counties

Ada, Adams, Owyhee, Boise, Canyon, Elmore, Gem, Payette, Valley, Washington, Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

East Region (C) Counties

Bannock, Bear Lake, Bingham, Caribou, Franklin, Oneida, Power, Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, Teton



Attachment 7

Insurance Requirements

INSURANCE REQUIREMENTS: Prior to starting work under the contract (or as otherwise designated by the Purchasing Activity), the Contractor must provide certificates of insurance required herein and must maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the requisite time period may be cause for cancellation of the contract.

Contractor shall carry liability and property damage insurance that must 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, Contractor must keep in force all required insurance until the Contract is terminated. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

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 this Contract.

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

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).

1.2.1 Bidder or offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or offeror will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request.

1.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily insurance by accident, \$1,000,000 disease policy limit, and \$1,000,000 disease, each employee.

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

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 agency and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

1.4.1 The Contractor shall provide proof of the State of Idaho, the agency and its divisions, officers and employees being additional insured by providing certification of insurance (COI) to the liability insurance policies showing the State of Idaho, the agency and its divisions, officers and employees as additional insured. The COI must show the policy number, the policy effective dates, and list the additional insured and certificate holder as State of Idaho/ agency.

1.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the agency and its divisions, officers and employees being additional insured by providing copies of the COI that clearly identify the blanket endorsement.

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.

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

1.7 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.

1.8 Tail Coverage: For claims made policies, the Retroactive Date shall be shown and shall be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the contractor must purchase "extended reporting"(tail) coverage for a minimum of three (3) years after completion of contract work.

Attachment 8

Pricing				
ITB Number:	#872			
ITB Title:	Fresh Produce			
Region:	South			

South Region Pricing Schedule

Region: South (Counties: Ada, Adams, Owyhee, Boise, Canyon, Elmore, Gem, Payette, Valley, Washington, Blaine, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls)

Item	Item Description	Estimated Annual Pounds	Price per Pound	Total Cost (Normalized)
1	Apples, Gala	27,897	\$ 0.52	\$ 14,506.44
2	Bananas, Fresh (Green Tip, Petite)	27,680	\$ 0.56	\$ 15,500.80
3	Broccoli, Fresh (Crowns)	7,557	\$ 1.42	\$ 10,730.94
4	Cabbage, Coleslaw Mix	1,055	\$ 1.16	\$ 1,223.80
5	Carrots, Jumbo (Whole)	1,380	\$ 0.56	\$ 772.80
6	Celery, Fresh	1,465	\$ 0.61	\$ 893.65
7	Cucumbers, Fresh	2,112	\$ 0.53	\$ 1,119.36
8	Grapes, Green Seedless	1,146	\$ 1.97	\$ 2,257.62
9	Lettuce, Green Leaf	838	\$ 1.47	\$ 1,231.86
10	Lettuce, Iceberg	2,497	\$ 0.70	\$ 1,747.90
11	Lettuce, Salad Mix (3-Way with Iceberg, Red Cabbage, Carrot)	996	\$ 1.32	\$ 1,314.72
12	Mushrooms, Sliced Thick	419	\$ 2.53	\$ 1,060.07

13	Onions, Yellow (Jumbo)	6,071	\$ 0.36	\$ 2,185.56
14	Oranges, Navel/Valencia	4,138	\$ 0.85	\$ 3,517.30
15	Peppers, Green Bell	235	\$ 1.26	\$ 296.10
16	Potatoes, Idaho Baking	6,291	\$ 0.24	\$ 1,509.84
17	Radish, Red	46	\$ 1.19	\$ 54.74
18	Spinach, Fresh (Cello or Baby)	562	\$ 2.43	\$ 1,365.66
19	Tomatoes, 2-Layer	3,914	\$ 1.32	\$ 5,166.48
20	Tomatoes, Roma	174	\$ 1.01	\$ 175.74
21	Watermelon (Seedless)	4,498	\$ 0.93	\$ 4,183.14
22	Tangerines, Clementine	175	\$ 1.52	\$ 266.00
23	Pears, Fresh	559	\$ 0.96	\$ 536.64
24	Squash, Zucchini	945	\$ 0.92	\$ 869.40
25	Tomatoes, Cherry	419	\$ 2.70	\$ 1,131.30
				\$ 73,617.86

Grand Total for Evaluation \$ 73,617.86

Company Name of Offeror: Charlie's Produce Boise

Contact Name and Title: Thomas Hall - Business Manager

Contact Phone and Email: 208-947-0570 - tomh@charliesproduce.com