

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Terry's Dairy, Inc.
2382 North Highway
Colville, WA 99114

**FIRST AMENDMENT
TO
CONTRACT NO. 02016
FRESH DAIRY**

This First Amendment ("Amendment") to Contract No. 02016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Terry's Dairy, Inc., a Washington Corporation ("Contractor") and is dated as of July 1, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02016 for Fresh Dairy dated effective as of July 1, 2017 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** This amendment is to extend the term of the contract twelve months from July 1, 2019 to June 30, 2020.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

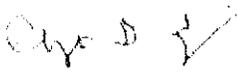
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

TERRY'S DAIRY, INC.,
A WASHINGTON CORPORATION

By: 
Name: DALE TERRY
Title: President/owner
Date: 6-20-19

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Clayton Long
Title: Contracts Specialist 3
Date: June 12, 2019

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Terry's Dairy, Inc.
2382 North Highway
Colville, WA 99114

**SECOND AMENDMENT
TO
CONTRACT NO. 02016
FRESH DAIRY**

This Second Amendment ("Amendment") to Contract No. 02016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Terry's Dairy, Inc., a Washington Corporation ("Contractor") and is dated as of July 1, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02016 for Fresh Dairy dated effective as of July 1, 2017 ("Contract").
- B. The Parties previously amended the Contract one (1) time.
 - a. Amendment 1 executed July 1, 2019 (extension).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

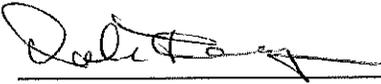
1. **TERM.** This amendment is to extend the term of the contract sixty (60) months from July 1, 2020 to June 30, 2025.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully

authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**TERRY'S DAIRY, INC.,
A WASHINGTON CORPORATION**

By: 
Name: Dale Terry
Title: President/owner
Date: 2-11-20

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Clayton Long
Title: Contracts Specialist 3
Date: February 11, 2020

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Terry's Dairy, Inc.
2382 North Highway
Colville, WA 99114

**THIRD AMENDMENT
TO
CONTRACT NO. 02016
FRESH DAIRY**

This Third Amendment ("Amendment") to Contract No. 02016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Terry's Dairy, Inc., a Washington Corporation ("Contractor") and is dated as of July 1, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02016 for Fresh Dairy dated effective as of July 1, 2017 ("Contract").
- B. The Parties previously amended the Contract one (1) time.
 - a. Amendment 1 executed July 1, 2019 (extension).
 - b. Amendment 2 executed July 1, 2021 extend through June 30, 2025.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

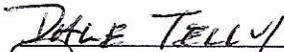
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PRICE ADJUSTMENT.** Prices are hereby amended to reflect a 6.9% price increase effective on date of July 1, 2021, signed by Terry's Dairy, Inc. All future price adjustments will be based on PPI PCU484.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**TERRY'S DAIRY, INC.,
A WASHINGTON CORPORATION**

By: 
Name: 
Title: 
Date: 6-25-21

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Clayton Long
Title: Contracts Specialist 3
Date: June 23, 2021

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Terry's Dairy, Inc.
2382 North Highway
Colville, WA 99114

**FOURTH AMENDMENT
TO
CONTRACT No. 02016
FRESH DAIRY**

This Fourth Amendment ("Amendment") to Contract No. 02016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Terry's Dairy, Inc., a Washington Corporation ("Contractor") and is dated as of August 1, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02016 for Terry's Dairy, Inc. dated effective as of July 1, 2017 ("Contract").
- B. The Parties previously amended the Contract three (3) times.
 - a. Amendment 1 executed July 1, 2019 (twelve (12) month extension)
 - b. Amendment 2 executed July 1, 2020 (sixty (60) month extension through June 30, 2025)
 - c. Amendment 3 executed July 1, 2021 (price adjustment)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **PRICE ADJUSTMENT.** Prices are hereby amended to reflect a 13.8% price increase as of the effective date.
2. **ADDED LANGUAGE—CERTIFICATIONS.** Language to insert into Section 4--**CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Creating new sections 4.9-- **BUY AMERICAN REQUIREMENT** and 4.10-- **FEDERAL LOBBYING— BYRD ANTI-LOBBYING AMENDMENT.**
 - a. **4.9 BUY AMERICAN REQUIREMENT.** Contractor represents and warrants, as certified in **Exhibit D—Contractor Certifications**, that, Contractor shall offer dairy products that satisfy the federal 'Buy American' requirement. Accordingly, Contractor shall provide aforementioned dairy products for purchase and certify that such dairy products are either unprocessed foods that originate in the United States or are processed in the

United States and contain over 50% of its agricultural food component, by weight or volume, from the United States in accordance with section 12(n) of the National School Lunch Act and the implementing regulations. See 42 USC § 1760(n); and 7 CFR § 210.21(d).

- b. **4.10 FEDERAL LOBBYING— BYRD ANTI-LOBBYING AMENDMENT.** Contractor represents and warrants, as certified in **Exhibit D—Contractor Certifications**, that Contractor complies with the federal Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.].
3. **CONTRACTOR CERTIFICATIONS. Exhibit D—Contractor Certifications** (attached) to be incorporated into Contract.
4. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
6. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
7. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
8. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**TERRY'S DAIRY, INC.,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: DALE TERRY
DALE TERRY (Jul 20, 2022 11:15 PDT)

Name: DALE TERRY

Title: PERESIDENT / OWNER

Date: 07/20/2022

By: Nick Ioanna

Name: Nicholas Ioanna

Title: Procurement Supervisor

Date: 7/26/2022

EXHIBIT D: CONTRACTOR CERTIFICATIONS

PART I: BUY AMERICAN REQUIREMENT

The William F. Goodling Child Nutrition Reauthorization Act of 1998 requires school food authorities to purchase domestically grown and processed foods, to the maximum extent practicable (see 7 CFR §210.21(d)). To be considered a domestic commodity or product, unprocessed foods must originate in the United States and processed foods must contain more than 50% of its agricultural food component, by weight or volume, from the United States in accordance with section 12(n) of the National School Lunch Act and the implementing regulations. See 42 USC § 1760(n); and 7 CFR § 210.21(d).

Contractor certifies that items sold through this Contract comply with the above terms.

Signed: DALE TERRY
DALE TERRY (Jul 20, 2022 11:15 PDT)

Name: DALE TERRY

Title: PRESIDENT / OWNER

Phone Number: 509-684-2936

PART II: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

In accordance with federal regulations, Contractor certifies to the best of its knowledge and belief, consistent with the federal Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [codified at 2 U.S.C. § 1601, et seq.], that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

In accordance with federal regulations, Contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

By signature below, our firm certifies that it is in full compliance of the Byrd Anti-Lobbying Amendment and further certifies that they do not contract with other firms or individuals who are in violation of this Amendment.

Signed: DALE TERRY
DALE TERRY (Jul 20, 2022 11:15 PDT)

Printed Name: DALE TERRY

Title: PRESIDENT / OWNER

Firm: TERRY'S DAIRY INC

02016 AMD4 Terry's Dairy

Final Audit Report

2022-07-26

Created:	2022-07-20
By:	Brad Strinfellow (Brad.Stringfellow@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAGup3AqsZDf2iFzNWyTEVKWMMnrJptV-k2

"02016 AMD4 Terry's Dairy" History

-  Document created by Brad Strinfellow (Brad.Stringfellow@des.wa.gov)
2022-07-20 - 6:04:56 PM GMT
-  Document emailed to dale@terrysdairy.com for signature
2022-07-20 - 6:06:54 PM GMT
-  Email viewed by dale@terrysdairy.com
2022-07-20 - 6:11:26 PM GMT
-  Signer dale@terrysdairy.com entered name at signing as DALE TERRY
2022-07-20 - 6:15:54 PM GMT
-  Document e-signed by DALE TERRY (dale@terrysdairy.com)
Signature Date: 2022-07-20 - 6:15:56 PM GMT - Time Source: server
-  Document emailed to Nicholas Ioanna (nicholas.ioanna@des.wa.gov) for signature
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-  Document e-signed by Nicholas Ioanna (nicholas.ioanna@des.wa.gov)
Signature Date: 2022-07-26 - 11:00:45 PM GMT - Time Source: server
-  Agreement completed.
2022-07-26 - 11:00:45 PM GMT