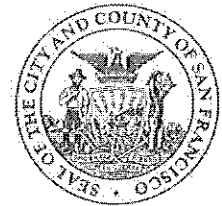


City and County of San Francisco
 Office of Contract Administration
 Purchasing Department
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685



Contract Modification 6

Fresh Dairy Products

Berkeley Farms/ JCS Marketing
 6596 Doral Drive SE #100
 Salem, OR 97306-1431
 Attn: Mr. John Shepard, President
 Email: jcs.milk@comcast.net

Date: November 28, 2011
 Buyer Name: Raymond Low
 Term Contract: **88513**
 City Blanket No. BPSF00003324
 Type: Indefinite Quantity
 NTE Amount: \$3,000,000.00

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	12/01/06	04/30/07	\$2,000,000.00	
1.	05/01/07	11/30/09		Contract Extension.
2.	12/01/09	05/31/10		Contract Extension, Added item
3.	No Change	No Change	\$2,350,000.00	Increase contract amount.
4.	06/01/10	11/30/10	\$2,700,000.00	Contract Extension, Increase contract amount.
5.	12/01/10	11/30/11	\$3,000,000.00	Contract Extension, Increase contract amount, Update conditions.
6.	12/01/11	11/30/12	No Change	Contract Extension, Add condition, Electronic payment.

This modification 6 changes the contract as follows:

- Twelve months extension effective December 1, 2011 to November 30, 2012. Contract prices remain unchanged.
- Electronic payment has been added to Bid and Contract Conditions. See Attachment A.
- All other terms and conditions remain the same.

Approved by the City:


 Jaci Fong, Acting Director of OC

1/4/2011
 Date

Approved by Contractor:


 Signature

01/06/2012
 Date

Name and title

John Shepard, President

Added the following condition to Contract 88513.

Getting paid for goods and/or services from the City:

1. Beginning January 2012, all City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments.
2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit www.sfgov.org/ach.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative.
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor)
 - d. The company's bank account information, including routing and account numbers

If you have questions, please email: ACH.Support@sfgov.org

City and County of San Francisco
Office of Contract Administration
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685



Contract Modification 5

Fresh Dairy Products

Berkeley Farms/ JCS Marketing
6596 Doral Drive SE #100
Salem, OR 97306-1431
Attn: Mr. John Shepard, President
Email: jcs.milk@comcast.net

Date: December 8, 2010
Buyer Name: Raymond Low
Term Contract: **88513**
City Blanket No. BPSF00003324
Type: Indefinite Quantity
NTE Amount: **\$3,000,000.00**

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	12/01/06	04/30/07	\$2,000,000.00	
1.	05/01/07	11/30/09		Contract Extension
2.	12/01/09	05/31/10		Contract Extension, Added item
3.	No Change	No Change	\$2,350,000.00	Increase contract amount
4.	06/01/10	11/30/10	\$2,700,000.00	Contract Extension, Increase contract amount
5.	12/01/10	11/30/11	\$3,000,000.00	Contract Extension, Increase contract amount

This modification 5 changes the contract as follows:

- Twelve months extension effective December 1, 2010 to November 30, 2011. Contract prices remain unchanged.
- Increase contract amount to \$3,000,000.00.
- Condition 91. Food Service Waste Reduction Requirements has been added. (See Attachment A)
- The following General Conditions are being replaced, in its entirety by the language stated in Attachment A:

58: First Source Hiring Program.

60: Limitations on Contributions

64: Nondisclosure of Private Information (renamed "Protection of Private Information")

All other terms and conditions remain the same.

Approved by the City:


Naomi Kelly, Director of OCA and Purchaser

12/23/2010
Date

Approved by Contractor:


Signature

1-18-2011
Date

Name and title:

JOHN SHEPARD CONTRACTING OFFICER

Sign and return one original. The duplicate original is for your files.

P-280 (11-10-10)

Added the following conditions to Contract 88513.

91. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

Replace the following conditions to Contract 88513.

58. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening

criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. **Liquidated Damages.** Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment

of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

- f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

60. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee; from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

64. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

Jun. 9, 2010 9:00AM GSA-OCA CITY HALL

No. 0282 P. 2

City and County of San Francisco
Office of Contract Administration
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685



Contract Modification 4

Fresh Dairy Products

Berkeley Farms/JCS Marketing
Attn: John Shepard, President
6596 Doran Drive SE #100
Salem, OR 97306-1431
E-mail: jcs.milk@comcast.net

Date: June 2nd, 2010
Buyer Name: John Danaher
Term contract: 88513
City Blanket No. BPSF_00003324
Type: Indefinite quantity
Not-to-exceed amount: \$2,700,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	12/01/06	11/30/08	\$2,000,000	
1.Extend 1 year	12/01/08	11/30/09		
2.Add Item(s)	12/19/09	11/30/09		
3.Extend 6 months	12/01/09	5/31/10	\$350,000	
4.Extend 6 months	6/01/10	11/30/10	\$350,000	

This modification 4 changes the contract as follows:

It extends the contract from June 1st, 2010 to November 30th, 2010. In addition, increase the "Not to Exceed" amount by \$350,000 on the Blanket Purchase Order.

All other terms and conditions remain the same

Approved by the City:

FOR JDS/RL, *[Signature]*

[Signature]
Naomi Kelly, Director of OCA and Purchaser

6-7-10
Date

Approved by Contractor:

[Signature]
Signature

June 9, 2010
Date

Name and title

John Shepard, Contracting Officer

Jan. 12. 2010 3:37PM

No. 7792 P. 2

City and County of San Francisco
Office of Contract Administration
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685



Contract Modification 3

Fresh Dairy Products

Berkeley Farms/JCS Marketing
Attn: John Shepard, President
6596 Doral Drive SE #100
Salem, OR 97306-1431
E-mail: jcs.milk@comcast.net

Date: January 5, 2010
Buyer Name: John Danaher
Term contract: 88513
City Blanket No.: BPSF 00003324
Type: Indefinite quantity
Not-to-exceed amount: \$2,350,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	12/01/06	11/30/08	\$2,000,000	
1	12/01/08	11/30/09		
2	12/01/09	05/31/10		Add item/New Payment terms
3			\$350,000	Increase BPO NTE amount

This modification 3 changes the contract as follows:

Increasing the Blanket Purchaser Order for Amount by \$350,000 Term Contract 88513, total Blanket Purchase Order is \$2,350,000.

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly, Director of OCA and Purchaser

1-11-10

Date

Approved by Contractor:

Signature
John Shepard, President

01/12/2010

Date

Name and title

Sign and return one original. The duplicate original is for your files.

P-280 (11-20-09)

Dec. 29. 2009 10:49AM

No. 7673 P. 2

City and County of San Francisco
Office of Contract Administration
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685



Contract Modification 2

Fresh Dairy Products

Berkeley Farms/JCS Marketing
Attn: John Shepard, President
6596 Doral Drive SE #100
Salem, OR 97306-1431
E:mail: jcs.milk@comcast.net

Date: December 16, 2009
Buyer Name: John Danaher
Term contract: 88513
City Blanket No. BPSF 00003324
Type: Indefinite quantity
Not-to-exceed amount: \$2,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	12-01-06	11-30-08	\$2,000,000	
1	12-01-08	11-30-09		
2	12-01-09	05-31-10		Add Item/New Payment terms

This modification 2 changes the contract as follows:

It extends the contract from December 1, 2009 to May 31, 2010. In addition, per Special Condition No. 77 - "Additional Items," the following item have been added and Special Condition No. 88 A - "Payment" has been have been replaced. (See Attachment "A")

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly, Director of OCA and Purchaser

12-24-09
Date

Approved by Contractor:

John Shepard, President
Signature

12/29/2009
Date

Name and title

Dec. 29. 2009 10:49AM

No. 7679 , P. 3

Attachment "A"
 Contract 88513, Modification No. 2
 Fresh Dairy Products
 Berkeley Farms/JCS Marketing
 December 16, 2009

Per Special Condition No. 77 – ADDITIONAL ITEMS, the following item have been added to the contract.

Item No.	Description	Unit of Measure	Unit Price*
36.	Yogurt, nonfat Assorted Flavors Prod. Name <u>Berkeley Farms</u>	6 oz. Cup	\$.51

***Prices may be updated monthly per Contract Condition 80-PRICE ADJUSTMENTS. User Departments and Accounts Payable must verify current contract prices prior to approving invoices for payment.**

Per Special Condition No. 88 A –“Payment”, the following item have been replaced to the contract.

Payment Terms of “2%-20, Net 30” are to be deleted, to be replaced by “Payment terms: Net payment within 30 days”. This is in consideration of a \$0.07 per gallon reduction of all Berkeley Farms milk products on the contract. This reduction is equivalent to 2%. The new pricing schedule is included with this Contract Modification.

City and County of San Francisco Milk Price sheet

Account Number	Item Number	Item Description	Unit Size	Discount Per Gallon Price Value \$ (0.07)	In lieu of 2% of bill December Scheduled Price	VolEquiv	Unit	UNIT Price Change	New Dec Price	Unit Price Round to 2 digits
4089	102	BF 2% PLS	HGAL	\$ 1.81060	\$ 1.81060	0.5	\$	(0.035000)	\$ 1.775600	1.78
4089	112	BF HOMO	3RD QT	\$ 0.47030	\$ 0.47030	0.0833	\$	(0.005831)	\$ 0.464469	0.46
4089	116	BF HOMO	GAL	\$ 3.43070	\$ 3.43070	1	\$	(0.070000)	\$ 3.360700	3.36
4089	117	BF 2%	GAL	\$ 3.42320	\$ 3.42320	1	\$	(0.070000)	\$ 3.353200	3.35
4089	121	HALF & HALF PPR	QT	\$ 1.74670	\$ 1.74670	0.25	\$	(0.017500)	\$ 1.729200	1.73
4089	124	GOURMET MFG CRM	HGL	\$ 7.83780	\$ 7.83780	0.5	\$	(0.035000)	\$ 7.802800	7.80
4089	133	BF FAT FR PLASTIC	HGAL	\$ 1.71360	\$ 1.71360	0.5	\$	(0.035000)	\$ 1.678600	1.68
4089	134	BF FAT FREE	GAL	\$ 3.27870	\$ 3.27870	1	\$	(0.070000)	\$ 3.208700	3.21
4089	137	BF BUTTERMILK	HPT	\$ 0.27610	\$ 0.27610	0.0625	\$	(0.004375)	\$ 0.271725	0.27
4089	141	BF CHOC 1% LF	3RD QT	\$ 0.54950	\$ 0.54950	0.0833	\$	(0.005831)	\$ 0.543669	0.54
4089	167	BF EGG NOG	HGL	\$ 3.25000	\$ 3.25000	0.5	\$	(0.035000)	\$ 3.215000	3.22
4089	170	SOUR CREAM	PT	\$ 1.93670	\$ 1.93670	0.5	\$	(0.035000)	\$ 1.901700	1.90
4089	206	SW BUTTR SLD 30-1#	CASE	\$ 84.31800	\$ 84.31800	30	\$	(2.100000)	\$ 82.218000	82.22
4089	208	GOLDn'SWT SALT MRG 30/1#	30/1#	\$ 30.44000	\$ 30.44000	30	\$	(2.100000)	\$ 28.340000	28.34
4089	268	BF EGG NOG	QT	\$ 2.00000	\$ 2.00000	0.25	\$	(0.017500)	\$ 1.982500	1.98
4089	290	BF HOMO PL	QT	\$ 1.35990	\$ 1.35990	0.25	\$	(0.017500)	\$ 1.342400	1.34
4089	458	BF EGG NOG	12 OZ	\$ 1.05000	\$ 1.05000	0.0938	\$	(0.006566)	\$ 1.043434	1.04
4089	478	BF LT EGGNOG	QT	\$ 2.00000	\$ 2.00000	0.25	\$	(0.017500)	\$ 1.982500	1.98
4089	525	BF HOMO NEP	HPT	\$ 0.26260	\$ 0.26260	0.0625	\$	(0.004375)	\$ 0.258225	0.26
4089	526	BF 2% NEP	HPT	\$ 0.24800	\$ 0.24800	0.0625	\$	(0.004375)	\$ 0.243625	0.24
4089	530	BF FAT FREE NEP	HPT	\$ 0.24080	\$ 0.24080	0.0625	\$	(0.004375)	\$ 0.236425	0.24
4089	531	BF FAT FREE	3RD QT	\$ 0.51060	\$ 0.51060	0.0833	\$	(0.005831)	\$ 0.504769	0.50
4089	532	BF 2% RED FAT	3RD QT	\$ 0.45330	\$ 0.45330	0.0833	\$	(0.005831)	\$ 0.447469	0.45
4089	537	BUD'S EGG NOG	QT	\$ 3.05000	\$ 3.05000	0.25	\$	(0.017500)	\$ 3.032500	3.03
4089	539	BF FF CHOC NEP	HPT	\$ 0.31720	\$ 0.31720	0.0625	\$	(0.004375)	\$ 0.312825	0.31

Account Number	Item Number	Item Description	Unit Size	December Scheduled Price	Unit VolEquiv	UNIT Price Change	New Dec Price	Unit Price Round to 2 digits
4089	570	H&H CRMR 3/8 OZ	400/CS	11.26450	1.1719	(0.082033)	\$ 11.182467	\$ 11.18
4089	575	DAIRY EASE HOMO	HGAL	3.72050	0.5	(0.035000)	\$ 3.685500	\$ 3.69
4089	576	DAIRY EASE 2%	HGAL	3.72050	0.5	(0.035000)	\$ 3.685500	\$ 3.69
4089	594	BF 1% LOW FAT	GAL	3.37930	1	(0.070000)	\$ 3.309300	\$ 3.31
4089	599	BF 1% LOW FAT	HPT	0.36670	0.0625	(0.004375)	\$ 0.362325	\$ 0.36
4089	612	COT CH LOFAT	HPT	1.63430	0.25	(0.017500)	\$ 1.616800	\$ 1.62
4089	649	PLAIN YOGURT LF	QT	2.71370	1	(0.070000)	\$ 2.643700	\$ 2.64
4089	650	STRAW YOGURT LF	QT	2.71370	1	(0.070000)	\$ 2.643700	\$ 2.64
4089	651	RASP YOGURT LF	QT	2.71370	1	(0.070000)	\$ 2.643700	\$ 2.64
4089	652	PEACH YOGURT LF	QT	2.71370	1	(0.070000)	\$ 2.643700	\$ 2.64
4089	671	YOP VP ST/BN/RSP	6 OZ	1.16920	0.1875	(0.013125)	\$ 1.156075	\$ 1.16
4089	674	YOPL BLUEBRY	6 OZ	1.16920	0.1875	(0.013125)	\$ 1.156075	\$ 1.16
4089	675	YOPL STRAWBERRY	6 OZ	1.16920	0.1875	(0.013125)	\$ 1.156075	\$ 1.16
4089	677	YOPL LT PEACH	6 OZ	1.16920	0.1875	(0.013125)	\$ 1.156075	\$ 1.16
4089	2305	NATURAL SWISS	8#	54.93240	8	(0.560000)	\$ 54.372400	\$ 54.37
4089	2479	GRIP N GO STRAW	12 OZ	0.86200	0.0937	(0.006559)	\$ 0.855441	\$ 0.86
4089	2480	GRIP N GO CHOC	12 OZ	0.86200	0.0937	(0.006559)	\$ 0.855441	\$ 0.86
4089	2668	BF VP YOG SB/P/S	12/HPT	11.40200	3	(0.210000)	\$ 11.192000	\$ 11.19
4089	2950	SILK PLN HGL	6/CASE	18.93300	3	(0.210000)	\$ 18.723000	\$ 18.72
4089	2951	SILK VNL HGL	6/CASE	18.93300	3	(0.210000)	\$ 18.723000	\$ 18.72
4089	2961	SILK VAN 11OZ	12/CASE	16.49160	1.0308	(0.072156)	\$ 16.419444	\$ 16.42
4089	2962	SILK CHO 11OZ	12/CASE	16.49160	1.0308	(0.072156)	\$ 16.419444	\$ 16.42
4089	3169	AD SOUR CREAM	5#	8.27570	2.5	(0.175000)	\$ 8.100700	\$ 8.10
4089	3216	MONTEREY JACK	10#	40.92800	10	(0.700000)	\$ 40.228000	\$ 40.23
4089	3223	CREAM CHEESE	3#	7.26490	1.5	(0.105000)	\$ 7.159900	\$ 7.16
4089	3265	MILD CHEDDAR	10#	40.40800	10	(0.700000)	\$ 39.708000	\$ 39.71
4089	3270	CREAM CHES 1 OZ	100/CS	18.79370	3.125	(0.218750)	\$ 18.574950	\$ 18.57
4089	3315	CRUMBLLED BLUE	5#	31.48150	5	(0.350000)	\$ 31.131500	\$ 31.13

Account Number	Item Number	Item Description	Unit Size	Scheduled Price	December Price	Unit VolEquiv	UNIT Price Change	New Dec Price	Unit Price Round to 2 digits
4089	3320	RICOTTA TUB	5#	\$ 13.42150	\$ 13.42150	5 \$	(0.350000)	\$ 13.071500	\$ 13.07
4089	3601	AD COT CHS LF	2/5#	\$ 22.29730	\$ 22.29730	5 \$	(0.350000)	\$ 21.947300	\$ 21.95
4089	3710	LF BLUEBERRY YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3711	LF BOYSNBERRY YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3712	LF CHERRY YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3713	LF LEMON YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3714	LF PEACH YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3715	LF RASPBERRY YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3716	LF STRWBERRY YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3717	LF STRW/BAN YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3718	LF VANILLA YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3730	NF BLUEBERRY YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3731	NF CHERRY YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3732	NF PEACH YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3733	NF RASPBERRY YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3734	NF STRAWBERRY YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	3735	NF PLAIN YOG	6oz	\$ 0.52220	\$ 0.52220	0.1875 \$	(0.013125)	\$ 0.509075	\$ 0.51
4089	8011	BR TAKE TWO	48oz	\$ 5.11600	\$ 5.11600	0.375 \$	(0.026250)	\$ 5.089750	\$ 5.09
4089	8079	BR WAFFLE CONE	48oz	\$ 5.11600	\$ 5.11600	0.375 \$	(0.026250)	\$ 5.089750	\$ 5.09
4089	8084	BR XCRMY VNL	48oz	\$ 5.11600	\$ 5.11600	0.375 \$	(0.026250)	\$ 5.089750	\$ 5.09
4089	8385	BF VANILLA	3 GAL	\$ 20.32650	\$ 20.32650	3 \$	(0.210000)	\$ 20.116500	\$ 20.12
4089	8510	ITS IT VANILLA	DZ	\$ 8.59930	\$ 8.59930	0.25 \$	(0.017500)	\$ 8.581800	\$ 8.58
4089	8511	ITS IT CHOC	DZ	\$ 8.59930	\$ 8.59930	0.25 \$	(0.017500)	\$ 8.581800	\$ 8.58
4089	8514	ITS IT MINT	DZ	\$ 8.59930	\$ 8.59930	0.25 \$	(0.017500)	\$ 8.581800	\$ 8.58
4089	8545	PINA CLDA NATL	DZ	\$ 8.88440	\$ 8.88440	0.25 \$	(0.017500)	\$ 8.866900	\$ 8.87
4089	8712	CHOCO TACO	2-DZ CS	\$ 27.60000	\$ 27.60000	0.5 \$	(0.035000)	\$ 27.565000	\$ 27.57
4089	8895	BIG DADDY SANDW	DZ	\$ 8.59930	\$ 8.59930	0.25 \$	(0.017500)	\$ 8.581800	\$ 8.58
4089	8899	ITS SUPR SUNDAE	DZ	\$ 8.59930	\$ 8.59930	0.25 \$	(0.017500)	\$ 8.581800	\$ 8.58

Account Number	Item Number	Item Description	Unit Size	Scheduled Price	December Price	Unit VolEquiv	UNIT Price Change	New-Dec Price	Unit Price Round to 2 digits
4089	8917	SNOWSTRMS CKCRM	DZ	\$ 12.89090	\$ 12.89090	0.25	(0.017500)	\$ 12.873400	\$ 12.87
4089	8998	SNICKRS BAR 3.33oz	24-Feb	\$ 48.80000	\$ 48.80000	0.5	(0.035000)	\$ 48.765000	\$ 48.77
4089	9194	B&J CHRY GARC CUP	12pk	\$ 16.12000	\$ 16.12000	0.25	(0.017500)	\$ 16.102500	\$ 16.10
4089	9250	BREY VANILLA NSA	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9251	BR NEA NSA	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9252	BREY FF VANILLA	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9253	BREY FF CHOCOLATE	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9256	BREY LT VAN	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9257	BREY LT NEO	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9258	BREY LT MT CHIP	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9261	POPS SUPR TWINS	4/24pk	\$ 21.88000	\$ 21.88000	2	(0.140000)	\$ 21.740000	\$ 21.74
4089	9262	PS RAINBOW PUSHUP	24-Jan	\$ 10.94000	\$ 10.94000	0.5	(0.035000)	\$ 10.905000	\$ 10.91
4089	9265	GH GIANT NEO SANDS	24-Feb	\$ 26.26000	\$ 26.26000	1	(0.070000)	\$ 26.190000	\$ 26.19
4089	9266	GH KING CONE	24-Jan	\$ 20.79000	\$ 20.79000	0.5	(0.035000)	\$ 20.755000	\$ 20.76
4089	9267	GH REESE'S PB BAR	24-Jan	\$ 20.06000	\$ 20.06000	0.5	(0.035000)	\$ 20.025000	\$ 20.03
4089	9268	GH STRAW SHRTCK	24-Jan	\$ 16.41000	\$ 16.41000	0.5	(0.035000)	\$ 16.375000	\$ 16.38
4089	9269	GH CHOC ECLAIR	24-Jan	\$ 16.41000	\$ 16.41000	0.5	(0.035000)	\$ 16.375000	\$ 16.38
4089	9270	BR VANILLA	48oz	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9271	BREY STRAWBERRY	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9272	BREY CHOCOLATE	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9273	BREY CHOC CHIP	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9274	BREY BUTTER PECAN	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9275	BR C&C	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9276	BREY SNICKERS	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9279	BREY TRIPLE CHOC	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9280	BREY COFFEE	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9281	BREY ROCKY ROAD	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09
4089	9282	BREY DULCE DE LECH	48OZ	\$ 5.11600	\$ 5.11600	0.375	(0.026250)	\$ 5.089750	\$ 5.09

Account Number	Item Number	Item Description	Unit Size	December Scheduled Price	Unit Vol/Equiv	UNIT Price Change	New Dec Price	Unit Price Round to 2 digits
4089	9283	BREY NEAPOLITAN	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9284	BREY MINT CH CHIP	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9285	BREY PEACH	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9286	BREY CRMY CHOC	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9287	BREY CHERRY VAN	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9288	BR CC CK DOUGH	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9289	BREY VAN FUDG BROW	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9290	BR VNL FUDGE	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9291	BR FR VNL	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9295	BR DC CAMEL SWRL	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9296	BR DC STRAWBERRY	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9297	BR HEATHBAR	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9298	BR HOMEMADE VNL	48OZ	\$ 5.11600	0.375	\$ (0.026250)	\$ 5.089750	\$ 5.09
4089	9380	WNDR VAN 3oz CUP	24-Jan	\$ 7.60000	0.5	\$ (0.035000)	\$ 7.565000	\$ 7.57
4089	9381	WNDR CHOC 3oz CUP	24-Jan	\$ 7.60000	0.5	\$ (0.035000)	\$ 7.565000	\$ 7.57
4089	9382	WNDR STRW 3oz CUP	24-Jan	\$ 7.60000	0.5	\$ (0.035000)	\$ 7.565000	\$ 7.57
4089	9383	WNDR ORANG 3oz CUP	24-Jan	\$ 6.40000	0.5	\$ (0.035000)	\$ 6.365000	\$ 6.37
4089	9384	WNDR RASP 3oz CUP	24-Jan	\$ 6.40000	0.5	\$ (0.035000)	\$ 6.365000	\$ 6.37
4089	9385	WNDR CHOC 5oz CUP	12-Jan	\$ 6.20000	0.25	\$ (0.017500)	\$ 6.182500	\$ 6.18
4089	9386	WNDR STRW 5oz CUP	12-Jan	\$ 6.20000	0.25	\$ (0.017500)	\$ 6.182500	\$ 6.18
4089	9387	WNDR CHOC 5oz CUP	12/6PK	\$ 30.00000	1.5	\$ (0.105000)	\$ 29.895000	\$ 29.90
4089	9388	WNDR STRW 5oz CUP	12/6PK	\$ 30.00000	1.5	\$ (0.105000)	\$ 29.895000	\$ 29.90
4089	9390	WNDR ChMALT 10zCUP	1/24PK	\$ 7.40000	0.5	\$ (0.035000)	\$ 7.365000	\$ 7.37



City and County of San Francisco
Office of Contract Administration
Purchasing Division
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102 - 4685

CONTRACT MODIFICATION NO. 1

Indefinite Quantity

Berkeley Farms / JCS Marketing
6596 Dorai Drive SE
Salem, OR 97306-1431
Attn: John Shepard, Contracting Officer

Date: April 2, 2007
Contract Proposal No.: 88513
Estimated Amount: \$1,750,000.00

The City and County of San Francisco does hereby accept your offer to furnish the articles indicated below. Such Articles are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

CONTRACT EXTENSION

For furnishing and delivering **Dairy Products to San Francisco General Hospital and Laguna Honda Hospital:**

By mutual agreement, in accordance with General Condition No. 36, the contract is extended an additional **thirty (30) months** for the term **May 1, 2007 through November 30, 2009.**

Acknowledge receipt and acceptance of this Contract Modification in the space below. Return to Purchaser.
1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. **DUPLICATE COPY IS FOR YOUR FILES.**
Transmission by FAX is acceptable.

A.A. [Signature] 3-30-07
As the duly appointed Purchaser Date
of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Berkeley Farms / JCS Marketing
(Please print name)
By [Signature] Contracting Officer
Signature Title
Date 04/02/2007