



STATE OF IDAHO
LIQUOR DIVISION
1349 E. Beechcraft Court
BOISE, ID. 83719
208-947-9400
208-947-9401 (Fax)

CO-Purchasing@liquor.idaho.gov

BAILMENT AGREEMENT BETWEEN
IDAHO STATE LIQUOR DIVISION
AND

The Idaho State Liquor Division, an agency of the State of Idaho, hereinafter referred to as ISLD and supplier identified above, hereinafter referred to as the Supplier; enter into this agreement for the purpose of operating a bailment inventory management program. This agreement will be effective _____, and will remain in effect until cancelled or termination. This Agreement may be revised in writing by the ISLD.

BAILMENT AGREEMENT

The bailment inventory management program requires the Supplier to continue to hold title to stock in an ISLD distribution center until it is transferred from bailment for purchase by ISLD.

ISLD and the Supplier agree to the following:

1. ISLD agrees to accept and store, approved items furnished by the Supplier, at inventory parameters set by the ISLD.
2. ISLD agrees to provide the Supplier with access to the [Supplier/Broker Portal](#), where the Supplier can manage their inventory and facilitate replenishments to an ISLD distribution center (subject to adjustments with increases for truckload, pallet, tier, etc.) and delivery dates at the request of the Supplier.
3. ISLD agrees to purchase any bailment stock, which is lost, damaged or made unsellable by actions by ISLD employees while stored in an ISLD distribution center.

4. ISLD agrees to maintain a record of all bailment transactions, including a perpetual inventory in the distribution center for its own purposes, and to make reports available to the Supplier for accounting reconciliation purposes.
5. ISLD agrees to allow the Supplier to conduct physical counts of its bailment stock in the distribution center. Supplier staff or broker will be accommodated, with a 30 day written notice to conduct inventory upon any or all specified supplier locations by assigned vendor number.
6. ISLD may shut-down in January, for up to five business days to conduct a physical inventory count of the ISLD distribution center.
7. When requested by Supplier, ISLD has authorization to withdraw bailment stock. No response to said request is required, unless permission to withdraw is denied.
8. ISLD agrees to send official “Consolidated Statement – Bailment Inventory Withdrawal and Adjustment” to the ISLD [Supplier/Broker Portal](#), for viewing. The Supplier will then invoice ISLD based on this bailment withdrawal statement. ISLD will verify the bailment withdrawal statement against the Supplier invoice. If all is in order, payment will be issued to the Supplier. The Supplier is responsible for submitting all remittance invoices to ISLD for payment. If there are outstanding remittance invoices beyond 60 days, new purchase orders will cease until the Supplier invoicing is current.
9. ISLD agrees that the Supplier has the right to withdraw or transfer their stock from an ISLD distribution center with a written request, five business days in advance.
10. The Supplier agrees to secure any applicable state and/or federal permits and federal special occupational tax stamps, that may be needed before any alcoholic beverages are shipped into the ISLD distribution center under the bailment program. The Supplier will be required to provide copies of these documents at the ISLD’s request.
11. The Supplier agrees that any unapproved or misshipped products will be removed from an ISLD distribution center, at the Supplier’s sole expense within **20 business days** upon written notification by the ISLD.
12. The Supplier agrees to place, approved items into an ISLD distribution center without charge. The items shall be shipped in accordance with ISLD’s required shipping instructions and the Supplier may notify ISLD of the date of departure as well as the estimated date of arrival. See the Trading Partners Agreement section below for further details.
13. The ISLD uses an Automated Storage Retrieval System, hereinafter referred to as ASRS in its distribution center. **The ASRS requires that every pallet delivered to an ISLD distribution center must comply with the following pallet size standards.**
 - A. These standards will automatically be verified on each pallet entering the robotic storage within the ASRS:

Maximum Pallet Height, including the pallet: 72”

Maximum Pallet Weight: 2,800 lbs.

Maximum Pallet Width: 42”

Maximum Pallet Length: 48”

All in-bound pallets or slip sheet stored pallets must be stretch wrapped. Product arrival on pallets is preferred although products may arrive on slip sheets. The dimensions of **products on slip sheets must comply with the aforementioned standards.** Products which arrive on slip sheets will be transferred to standard GMA pallets. The total height when transferred must not exceed 72”. NO OVERHANG is allowed. The total width must not exceed 42”. GMA 40”x48” pallets are required. GMA pallets must be Grade A or Grade B. **Non-complaint loads are subject to dock refusal.**

B. If a pallet contains multiple “stock keeping units”, hereinafter referred to as SKU’s, each different product must be separated by and on its’ own four way pallet. The entire stack of product may come in via slip sheet, but ISLD dock staff must be able to easily separate the different products without extra hand unloading and stacking, or by using a carton clamp to separate the products. **If a single pallet load contains multiple products, and the layers are not separated by a pallet (or slip sheet), the load may be subject to dock refusal or staged for the Supplier to correct prior to being received into inventory.**

C. If a Supplier sends several layers of the same SKU on the same load, these SKUs must be on the same pallet. **If a product is separated on several different pallets, necessitating ISLD dock staff to combine these layers, the load may be subject to dock refusal or staged for the Supplier to correct prior to being received into inventory.**

D. Unless the product received is a SPECIAL ORDER product, supported by a unique ISLD purchase order, **ISLD expects that the number of cases shipped be equal to a full layer. Partial layers are NOT acceptable, unless previously agreed to.** Unless an existing ISLD purchase order specifies a smaller quantity, ISLD expects minimum deliveries to be in full layer quantities.

E. **An ISLD distribution center requires appointments for deliveries. Appointments for deliveries must be made 72 hours in advance of requested delivery date by contacting the ISLD Distribution Center at (208) 947-9400, option 1 or inboundfreight@liquor.idaho.gov.**

14. While its stock/merchandise is stored in an ISLD distribution center, the Supplier agrees to assume all storage risks, to acquire any necessary insurance and to hold ISLD harmless from any damage to such stock, or disappearance of stock, except for breakage caused by ISLD employees. ISLD may require proof of insurance on stock/merchandise held in bailment.
15. The Supplier agrees that any product spoilage at an ISLD distribution center is subject to an environmental disposal assessment. The Supplier agrees to dispose or remove the spoiled product from ISLD’s distribution center, at the Supplier’s sole expense within **20 working days** upon notification by the ISLD.

16. The Supplier agrees to provide ISLD with current price quotations **at least 60 days in advance** of any price quotation changes (weight, pack, pallet, layer, ship point, price, etc.) All product cost per ounce relationships must be in compliance, by size, at all times. Details located here: [Pricing Guidelines](#). The FOB Boise cost on file will be the price paid by ISLD at the time the merchandise is withdrawn from bailment. The Supplier agrees to verify the ISLD FOB pricing monthly for accuracy and compliance with pricing guidelines, located here: [Pricing Guidelines](#).
17. The ISLD will collaborate to implement Electronic Data Interchange (EDI) with Suppliers, as the process of exchanging all business documents, such as, future inventory shipments, invoicing, etc.

SUPPLIER INFORMATION

Supplier Name (or DBA): _____

Supplier Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Primary Supplier Contact Name: _____

Primary Supplier Contact E-Mail Address: _____

Primary Broker Contact Name: _____

Primary Broker Contact E-Mail Address: _____

For ISLD Broker Portal Bailment Invoicing access- (See Bailment Agreement Section #8)

Email Address: _____

Email Address: _____

Email Address: _____

AGREEMENT EXECUTION

Supplier Representative (Print Name & Title)

Supplier Representative (Signature)

Supplier Representative (Email)

Supplier Representative (Phone)

Date

Ray Homen, Deputy Director Procurement, Distribution & Facilities _____
ISLD Representative (Print Name & Title)

ISLD Representative (Signature)

ray.homen@liquor.idaho.gov _____
ISLD Representative (Email)

(208) 947-9406 _____
ISLD Representative (Phone)

Date

CASE CODE LABEL INSTRUCTIONS FOR SPIRITS

The “case code label” is one of the benefits to the control state coding system. The following is a label example and explanation of the approved case code.

Example Label:



1. Actual size of the case code label is 4” x 6”.
2. Case code labels should be on white stock paper with black lettering unless approved otherwise.
 - * The size of the product must be included.
3. Product Description
4. Control State Code Number
 - “320” represents the three-digit prefix to further identify class and type.
 - “43136” is the unique CSC number. (Note: All leading zeros should be omitted.)
 - “75” represents the two-digit suffix identifying the size.
 - The control state code number should be 7/8” to 1” high.
 - The prefix and suffix number should be ¼” to ½” high.
5. Other State Code Numbers
 - Pennsylvania and North Carolina code numbers should be 7/8” to 1” high. All other state code numbers should be ½” high.
6. UPC Symbology
 - The UPC Symbology should be located in the lower left hand corner of the case code label.
7. Location
 - The label should be located on an end panel.

All bar codes (UPC, EAN, SCC-14, SSSC-18, and other AIs and Data) shall be printed and placed in a vertical bar configuration (picket fence). Placement of bar codes is independent of print technology and Symbology employed.

CASE CODE LABEL INSTRUCTIONS FOR RELATED BEVERAGE PRODUCTS

The “case code label” is one of the benefits to the control state coding system. The following is a label example and explanation of the approved case code.

Example Label:



1. Minimum size of the case code label is 2” x 3”.
2. Case code labels should be on white stock paper with black lettering unless approved otherwise.
 - * The size of the product must be included.
3. Product Description
4. Control State Code Number
 - “398” represents the three-digit prefix to further identify class and type.
 - “62634” is the unique CSC number. (Note: All leading zeros should be omitted.)
 - “35” represents the two-digit suffix identifying the size.
6. UPC Symbology
 - A scannable UPC Symbol must be included on the case code label.
7. Location
 - The label should be located on an end panel.

All bar codes (UPC, EAN, SCC-14, SSCC-18, and other AIs and Data) shall be printed and placed in a vertical bar configuration (picket fence). Placement of bar codes is independent of print technology and Symbology employed.