



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT NOTIFICATION
****MANDATORY****

CONTRACT NUMBER:	1-08-89-10 Supplement 2
DESCRIPTION:	Pasta Products
CONTRACTOR(S):	ABC Ventures
CONTRACT TERM:	10/1/08 through 9/30/09
DISTRIBUTION LIST:	Statewide
STATE CONTRACT ADMINISTRATOR:	Dave Henning (916) 375-4544 dave.henning@dgs.ca.gov



Dion Campos, Food Acquisitions Manager

Effective Date: **9/11/2008**

Contract (Mandatory) 1-08-89-10, Supplement 2
Contract Notification and User Guide

Effective September 11, 2008 subject contract for Pasta Products has been modified to reflect the following change:

- Page 5 of the contract has been changed to reflect the Purchase Orders from the Supplier. Please replace page 5 in its entirety with the attached page 5

All other terms and conditions remain the same.

Contract (Mandatory) 1-08-89-10
Contract Notification and User Guide

General Terms & Conditions continue...

The contractor shall reject Agency's Purchasing Authority Purchase Order (STD 65) that fails to comply with the terms of the above paragraph.

Such rejected Purchasing Authority Purchase Order (STD 65) may be re-submitted for delivery the following month.

If a new contract is not in place by the first day of the expiring month of this contract, purchase orders can be submitted up to the final day of contract expiration. Quantities should be relative to regular ordering patterns. Excessive quantities will be reviewed by the State and Contractor for acceptance. The Contractor will be responsible for the deliveries on this contract up to thirty (30) days past the expiration date of the contract.

At any time, the State may request copies of any Purchase Order drawn from this contract. Please retain all Purchase Order copies for future request.

4. ORDER LIMITS

The minimum order shall be **200 LBS** per delivery. Orders for less than the minimum order shall be considered non-contract and may be purchased from other sources.

5. ORDER ACKNOWLEDGEMENT

The contractor shall provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement shall include:

- Ordering Agency Name
- Purchase Order Number
- Total Cost
- Delivery Date

6. FREIGHT ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

7. EMERGENCY/EXPEDITED ORDERS

If there is an emergency order, the contractor has the right to accept shorter delivery times, which will be subject to LESS-THAN-TRUCKLOAD (LTL) freight rates.