



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

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

CONTRACT NUMBER:	1-08-89-30
DESCRIPTION:	Frozen Juice 4 Oz.
CONTRACTOR(S):	Seacat Enterprises
CONTRACT TERM:	July 1, 2008 through June 30, 2009
DISTRIBUTION LIST:	Statewide Institutions
STATE CONTRACT ADMINISTRATOR:	Dave Henning 916-375-4544 dave.henning@dgs.ca.gov

_____ original signed _____
Dion Campos, Food Acquisitions Manager

Date: July 1, 2008

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

Table of Contents

- 1. Quick Reference Guide.....page 3**
- 2. General Terms & Conditions.....pages 4 - 9**
- 3. User’s Guide.....pages 11 - 12**
- 4. Supplier’s Guide.....pages 13 - 15**

Attachments

- 5. Cost Sheets(# of pages)**
- 6. Specifications.....(# of pages)**
- 7. Nutritional Facts Sheets(# of pages)**

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

Quick Reference Guide

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

State Contract Administrator:

Administrator:	Dave Henning
Address:	DGS/Procurement Division 707 3 rd Street, 2 nd Floor, MS201 West Sacramento, Ca 95605
Phone:	(916) 375-4544
Fax:	(916) 375-4439
Email Address:	dave.henning@dgs.ca.gov

Supplier Contact Information:

Contact:	Larry Vanden Bos
Address:	P.O. Box 3693 Palos Verdes, CA 90274
Phone:	323-826-2159
Fax:	310-791-9062
Email Address:	seacatent@aol.com
Federal Employee Tax ID #:	95-3629194
Office of Small Business and DVBE Certification #:	17520

Terms of Contract:

Offered Terms of Payment:	Net; 45 Days
FOB:	Destination
Minimum Order:	\$100.00 per delivery
Product Price Terms:	Firm Fixed
Due Date of PO to Supplier:	15 days prior to delivery

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

General Terms & Conditions

1. SCOPE

The State's contract with Seacat Enterprises is to provide Frozen Juice at contracted pricing to the State of California in accordance with the requirements of Contract # 1-08-89-30. The contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Frozen Juice to the State.

The contract term is for July 1, 2008 through June 30, 2009, and the State has the unilateral right to exercise options to extend the contract for an additional 1 year or any portion thereof. Terms and conditions shall remain the same for the entire contract period including any extensions.

2. CONTRACT PRICING STRUCTURE

All pricing is listed on Attachment, Cost Sheets
All contract items are mandatory, there will be no exceptions.

3. ORDERING PROCEDURE:

State departments must submit a Purchasing Authority Purchase Order (Std. 65) directly to the contractor. Agency billing code numbers are required for placement of *all* orders.

There are three ordering methods available on this contract:

- U.S. Mail
- Facsimile
- Email

When using any of the three ordering methods, all State departments must conform to proper State procedures.

Contractor Ordering Information

The ordering information for each contractor is listed in the Quick Reference Guide, Supplier Contact Information.

The contractor must receive agency Purchasing Authority Purchase Order (STD 65) and the delivery schedule 15 days prior to the requested first date of the delivery schedule. The Contractor shall then confirm with the Institution its' desired delivery schedule. All deliveries are to be made according to the requested delivery schedule or preferred one-time delivery.

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.

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

General Terms & Conditions continue...

The contractor will accept Purchase Orders that are submitted to the contractor up to the final day of expiration of this contract; the contractor is responsible, if requested, to make deliveries on this contract up to thirty (30) days past the expiration date of the contract.

4. ORDER LIMITS

The minimum order shall be **\$100.00** 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. REFRIGERATION, FROZEN PRODUCTS AND DRY STORAGE REQUIREMENTS:

- A. Items requiring "Protection from Heat" shall be shipped and stored at a temperature below 50 degrees Fahrenheit.
- B. Carrier equipment for straight loads of "Chilled" products will be required to be pre-cooled to a minimum temperature of 35 degrees Fahrenheit and a maximum temperature of 45 degrees Fahrenheit, and shall be capable of maintaining temperature within that range to destination.
- C. Carrier equipment for straight loads of "Frozen" products will be pre-cooled to 10 degrees Fahrenheit, or lower before loading and capable of maintaining 0 degrees or lower to destination. Products should be loaded in carrier's equipment as promptly as possible to minimize product temperature rise. At destination, the product shall be hard frozen with no signs of defrosting and temperature of the product shall not be above 0 degrees Fahrenheit. Frozen products will be wrapped in polyurethane wrapping.
- D. Carrier equipment for mixed loads of "Frozen & Chilled" products will be required to be pre-cooled or pre-heated to a minimum of 35 degrees Fahrenheit and a maximum of 45 degrees Fahrenheit and shall be capable of maintaining the chilled portion of the load temperature within that range to destination.

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

General Terms & Conditions continue...

The frozen products in the load shall be completely segregated by effective measures which will prevent damage to the other products in the load by installing effective insulating barrier(s) at the time of loading.

7. FROZEN PROCESS FOOD PRODUCTS:

- A. All frozen processed food products procured which contain meat, poultry, or significant proportion of eggs, will be processed or prepared in plants operated under the supervision of the USDA (U.S. Department of Agriculture). The product will be inspected and approved in accordance with the regulations of the USDA governing meat, poultry, or egg inspection. A label or seal, affixed to the container, indicating compliance with these regulations will be accepted as evidence of compliance. The product must bear a label complying with the Federal Food, Drug and Cosmetic Act which requires that all ingredients be listed according to the order of their predominance.
- B. All frozen food products procured which contain fish or fish products will be processed or prepared in plants under the supervision of the USDC (U.S. Department of Commerce). The products listed in USDC publication titled, "Approved List of Sanitarily Inspected Fish Establishments" are processed in plant under Federal Inspection of the National Marine Fisheries Service, National Oceanic and Atmospheric Administration, USDC. The inspected products packed under various labels bearing the specifications, packed under various labels bearing the brand names are produced in accordance with current US Grade Standards or official product specifications, packed under optimum hygienic conditions, and must meet Federal, State and city sanitation and health regulations. Such brand label or USDC seal, affixed to a container, indicating compliance with USDC regulations will be accepted as evidence of compliance. In lieu thereof, the shipment may be lot inspected by the USDC and containers stamped to indicate acceptance or a Certification of Inspection issued to accompany the shipment. The product must bear a label complying with the Federal Food, Drug and Cosmetic Act which requires that all ingredients be listed according to the order of their predominance.
- C. Producers of frozen bakery product which are shipped in interstate commerce are required to comply with the Federal Food, Drug and Cosmetic Act. Therefore, it must be verified that the product, in fact was shipped interstate or that the producer ships products to other purchasers interstate. In additions, the product must bear a label complying with the Act which requires that all ingredients be listed according to the order of their predominance.

8. 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.

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

General Terms & Conditions continue...

9. 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.

Contractor shall notify the ordering agency upon receipt of the order that such higher freight rates are forthcoming. Such notification shall be by telephone and confirmed in writing within 24 hours of receipt of any late order against this contract.

In addition to normal delivery schedules in all other California counties, the contractor is requested to make deliveries, during off-peak hours, only in these areas: Los Angeles County, Orange County, San Bernardino-Metropolitan area, and the San Diego-Metropolitan area. Off peak hours are 10:00 am to 4:00 pm.

10. SHIPPED ORDERS/PRESERVATION, PACKAGING & PACKING

Unless otherwise specified, preservation, packaging and packing shall be to a degree of protection to preclude damage to containers and/or contents thereof under normal shipping conditions, handling, etc., shall conform to normal commercial practices and applicable carrier rules and regulations involving shipment from the contractor to the receiving activity for storage. Packaging and shipping containers shall be in compliance with National Motor freight Classification and Uniform Freight Classification (please reference www.nmfta.org for information) (issue in effect at time of shipment).

Each shipping case or shipping unit shall clearly indicate the manufacturer or contractor, a complete description including size and quantity, manufacturer's product code number (if applicable) and net weight.

All shipments must comply with General Provisions; Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf>

11. PALLETIZATION

All pallets employed in the delivery of goods shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets. Delivery drivers shall not remove more pallets from the institutions than delivering at time of delivery.

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

General Terms & Conditions continue...

12. QUALITY ASSURANCE

All products ordered shall be delivered under acceptable standard sanitary conditions and must be in the correct quantity and free of damage.

The contractor shall provide recall notification, regardless of level, in writing to the State and each institution through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions. The contractor shall issue replacement of product or credit for any product removed or recalled. Each facility shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

13. INVOICING REQUIREMENTS

Ordering Agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- State's contract number
- Agency purchase order number
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

The contractor shall render invoices as instructed on individual orders. Invoices shall include the order number, the contract number, the item number, the description, the unit price, the extension, and the terms for payment.

14. SPECIFICATIONS

The offered product(s) must be in accordance with the attached bid specifications:

8915-08BS 002 dated 4/9/2008 All Line Items

All items furnished shall be latest pack on date of shipment and shall be first quality when grade is not specified.

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

General Terms & Conditions continue...

15. PAYMENT

Offered payment terms for this contract are as follows:

Contractor	Terms
Seacat Enterprises	Net ; 45 Days

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 etc. seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

16. PRICES

Prices will be **firm fixed** for the duration of the contract, including any extensions.

17. FORCED, CONVICT, AND INDENTURED LABOR

No foreign-made equipment, materials, or supplies furnished to the State pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor. The contractor agrees to comply with this provision of the contract.

18. ATTACHMENTS

- Contract Pricing
- State Specification(s)
8915-08BS 002 dated 4/9/2008 All Line Items
- Nutritional Facts
- Kosher Certificates (if applicable)

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

Agency/Users Guide

1. CONTRACT USAGE/RULES

- A. The use of this contract is mandatory for all State agencies participating in this contract.
- B. Ordering State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contract Manual Volume 2 and 3, as applicable.
- C. Prior to placing orders against this contract, State departments must have been granted purchasing authority by the Department of General Services, Procurement division (DGS/PD) for the use of the State's statewide contracts. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamanual.htm> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- D. State departments are required to have a Department of General Services (DGS) agency billing code prior to using this contract. DGS agency billing codes may be obtained by contacting the DGS billing code contact and providing the following:
- State Department Name
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

Email the required information to the following DGS billing code contacts:

- Marilyn.ebert@dgs.ca.gov and
- Wilson.lee@dgs.ca.gov

2. DGS ADMINISTRATIVE FEES

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. (For current fees you may click on "DGS Price Book" at: <http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm>.)

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

Agency/Users Guide continue...

3. PROBLEM RESOLUTION

The first step in problem resolution is to call the contractor(s) directly. Ordering agencies with unresolved issues should immediately notify the State's contract administrator for resolution. Agency must submit a completed Contractor Performance Report to the contract administrator within 3 days of occurrence.

4. PURCHASE EXECUTION

A. State departments must use the Purchasing Authority Purchase Order (Std. 65). An electronic version of the Std. 65 is available at the Office of State Publishing web site:
<http://www.dgs.ca.gov/osp> (select Standard Forms).

B. All State agencies will submit a copy of any executed purchase order(s) documents to:

DGS/Procurement Division (IMS# Z-1)
Attn: Data Entry Unit, Second Floor, MS 203
707 Third Street, 2nd Floor North
West Sacramento, CA 95605-2811

5. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. Copies of the awardees Payee Data Records are on file. Should an agency need a copy, please contact the contract administrator for this contract.

The Federal Employee ID numbers are listed below:

Contractor Name	Federal Employee ID Number
Seacat Enterprises	95-3629194

6. SMALL BUSINESS CERTIFICATION

The small business (SB) certification(s) is listed below. Agencies can verify that the certifications are currently valid at the following website: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

Contractor Name	OSDS Certification #
Seacat Enterprises	17520

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

Agency/Users Guide continue...

7. AGENCY NOTE: DRUG-FREE WORKPLACE CERTIFICATION

The contractor certified under penalty of perjury under the laws of the State of California that the Contractor(s) will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the actions required of Government Code Section 8355(a), (b), and (c).

Based on the above, when ordering against this contract, using agencies are not required to have the Contractor(s) submit a Drug-Free Workplace Certificate.

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

Contractors Guide

1. DELIVERY INSTRUCTIONS

It shall be the contractor's responsibility to obtain proper clearance for delivery drivers prior to any and all deliveries throughout the California State Prison system. The contractor must contact the individual agency for specific clearance procedures, as these procedures may vary from facility to facility.

2. DELIVERY TIMELINES

This contract will be separate from any other contract. Deliveries required from this contract shall NOT be withheld due to the unavailability of goods for delivery under any other contract. Failure to deliver goods in strict conformance with the terms and conditions of this contract will incur default action as provided for under Section 26 of the General Provisions. This includes timeliness of deliveries and quality levels of items received.

NOTE: Holding orders for full truckloads is not acceptable. If your company is found doing so, without authorization from the institution(s) being delivered to, your company can be found in default of the contract.

3. CONTRACTOR REPORTING REQUIREMENTS

The requirement to provide contract activity reports is a mandatory contract requirement that speaks to the issue of the contractor being a responsible supplier to the State of California. The required reports shall be submitted to the State every three (3) months commencing from the date of award to the Procurement Division, Food Acquisitions Unit. If the State does not receive the required reports by the required dates, the contractor may be prevented from bidding on future bids until such time we receive these reports. A sample of this report is attached in Section VII, Forms & Attachments, and Attachment 1. The State's form must be used (if you did not receive a copy, request a copy via email from the contract administrator). These reports will be due on the 5th day of the month report is due. The report must be done in the State's Excel spreadsheet form, and submitted to the contract administrator by disk or by email. This report must be done per order, per commodity, per institution. This report is to include:

1. Agency Name
2. Purchase Order Number
3. Purchase Order Date
4. Agency Billing Code
5. Line Item Number & Description
6. Quantity Ordered
7. Contract Cost Per Unit
8. Total Cost Line Item

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

Contractors Guide continue...

In addition, a quarterly overview report is required utilizing the same reporting forms. Invoice copies or list of purchase orders will not fulfill this requirement. This report shall be submitted to the State quarterly, commencing on the 15th day of the proceeding quarter to the Procurement Division, Food Acquisitions Unit.

4. 30-DAY TERMINATION

The State may terminate this contract for convenience upon thirty (30) days written notice. Upon termination or other expiration of this contract, each party will assist the other party in an orderly termination of the contract, as to facilitate the orderly, non-disrupted business continuation of each party.

5. QUANTITY

Quantities shown for each line item are estimated and are the anticipated purchasing pattern. Actual purchases may vary from this pattern. The State will not be obligated to purchase contractors' excess inventory of any line item if actual purchases vary from the anticipated purchasing pattern. The State may purchase these items from other than the contractor in the event of an emergency.

6. CONTRACT DOLLAR VALUE

If the contract dollar value plus 40% is expended before the expiration date, the contractor shall notify the contract administrator. Such notification shall be in writing, submitted as soon as the contractor becomes aware of the overage, and include a statement of intention to either continue or terminate the contract. The contractor may continue to accept orders until the State returns a written decision of the disposition of the contract. The contract may be terminated by either party or, by mutual agreement, be allowed to continue until the expiration date or such other date mutually agreed upon. An extension to this contract will zero quantities with respect to the dollar value plus 40% mentioned above. The contractor shall refuse to accept any orders after a date set for termination, and the state may disclaim liability for any purchases made after such date.

The total dollar value of this contract is subject to a variance. If the expiration date occurs before the contract dollar value less 20% is expended, the contract may be extended, with the contractor's agreement, until the minimum dollar value is reached.

The State shall be excused from purchasing the minimum contract quantities to the extent that such reduced requirements are caused by closure of State facilities, cancellation, or reduction of State programs or lack of appropriations.

Contract (Mandatory) 1-08-89-30
Contract Notification and User Guide

Contractors Guide continue...

7. MODIFICATION OF CONTRACT

Delivery sites may be added or deleted as deemed necessary by DGS' Procurement Division.

This contract may be modified in whole or in part upon mutual agreement of both parties. Such modifications shall be in writing, signed and dated by an authorized representative of each party.

8. EMERGENCY EXTENSION OPTION

In the event of an emergency, the State upon mutual agreement with the contractor may extend the contract for up to one (1) additional year beyond the stated term and any noted extensions. Extensions during this period may occur in various increments until the establishment of a new contract (the total of the Emergency extension(s) terms shall not exceed one (1) additional year). All original Terms and Conditions shall remain the same during the extensions. Emergency Extension option may be exercised in the event that a replacement contract cannot be established due to the protest of Intent to Award, loss of key State procurement staff, or other circumstance that would otherwise cause an unanticipated disruption in the State contracting process.

Contract (Mandatory) 1-08-89-30
Cost Sheets

Item	Unit	Commodity #	Description	Price
(1)	CS	8915-912-0060-2	Apple, Unsweetened	\$ 9.80
		Manufacturer:	Gregory Packaging	
		Brand Offered:	Suncups	
		Product Code:	GP030301	
		Quantity Per Case:	70/4oz/case	
(2)	CS	8915-912-0066-3	Cranberry	\$ 10.95
		Manufacturer:	Gregory Packaging	
		Brand Offered:	Suncups	
		Product Code:	GP030601	
		Quantity Per Case:	70/4oz/case	
(3)	CS	8915-912-0065-1	Grape, Unsweetened	\$ 10.30
		Manufacturer:	Gregory Packaging	
		Brand Offered:	Suncups	
		Product Code:	GP030501	
		Quantity Per Case:	70/4oz/case	
(4)	CS	8915-912-0062-6	Orange, Unsweetened	\$9.70
		Manufacturer:	Gregory Packaging	
		Brand Offered:	Suncups	
		Product Code:	GP030100	
		Quantity Per Case:	70/4oz/case	

Contract (Mandatory) 1-08-89-30
Cost Sheets

Item	Unit	Commodity #	Description	Price
(5)	CS	8915-912-0061-4	Pineapple, Unsweetened	\$ 9.45
		Manufacturer:	Gregory Packaging	
		Brand Offered:	Suncups	
		Product Code:	GP031000	
		Quantity Per Case:	70/4oz/case	
(6)	CS	8915-912-0068-7	Pineapple/Orange, Unsweetened	\$ 9.65
		Manufacturer:	Gregory Packaging	
		Brand Offered:	Suncups	
		Product Code:	GP031200	
		Quantity Per Case:	70/4oz/case	
(7)	CS	8915-912-0069-9	Prune	\$ 12.15
		Manufacturer:	Gregory Packaging	
		Brand Offered:	Suncups	
		Product Code:	GP090901	
		Quantity Per Case:	72/4oz/case	



STATE OF CALIFORNIA

Bid Specification

8915-08BS-002

Juice, Fruit, Single Strength, Frozen

1.0 SCOPE

This bid specification establishes requirements for frozen juice products packed in commercially acceptable containers suitable for use by State of California Institutions.

2.0 GENERAL REQUIREMENTS

- 2.1 The products shall comply with all applicable Federal & State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the product within the commercial marketplace.
- 2.2 The products shall be prepared in accordance with the 21 CFR §110, Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food.
- 2.3 The products shall comply with the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

3.0 REQUIREMENTS

- 3.1 The types of juices shall include the following:
 - Apple, Unsweetened
 - Cranberry, Juice Drink, 15% min Juice
 - Grape, Unsweetened
 - Grapefruit, Unsweetened
 - Grapefruit-Orange, Unsweetened
 - Orange, Unsweetened
 - Peach Nectar, 40% min
 - Pineapple, Unsweetened
 - Pineapple-Orange, Unsweetened
 - Prune
 - Apricot Nectar, 34% min
- 3.2 Juice products other than Cranberry Juice Drink, Peach Nectar and Apricot nectar shall be 100% pure fruit juice reconstituted from concentrate.
- 3.3 The products shall be produced from concentrate prepared from fresh, sound mature fruit.
- 3.4 The products must be produced in plants that have USDA in-plant inspection.
- 3.5 The products shall meet the requirements of U.S. Grade "A" as defined in the United States Standards for Grades, where applicable. In the absence of U.S. Standards, the products shall meet the criteria listed below.
 - 3.5.1 **Color:** The products shall have good color. "Good color" means that the color is bright and typical and is free from any slight brown or dull color due to oxidation, scorching or other causes.
 - 3.5.2 **Defects:** Defects shall not materially affect appearance.
 - 3.5.3 **Flavor and Odor:** The products must have good flavor and odor. Good flavor and odor means that the products must have good characteristic, normal flavor and aroma. It must be free from objectionable flavors and odors of any kind. A

good flavor and odor is characteristic of ripe and properly processed fruit without traces of bitter, greenish, scorched, or caramelized flavor.

- 3.5.4 **Brix / Brix-Acid:** The products must have a brix or brix-acid ratio characteristic of the product type.

4.0 PACKAGING

The product shall be packaged in 4 oz. sealed cups (plastic) or 4 oz. Pure Pak (carton).

5.0 PRODUCT SAMPLING AND LOT REJECTION

The product may be sampled and tested on a random basis throughout the duration of the contract period.

Criteria for rejection of a lot*

- Failure to meet product specification.
- Individual container leaks in excess of 1 per case.
- Internal temperature in excess of 5 degrees F at the receiving agency upon arrival of any shipment.
- If in a sample of 10 randomly chosen units, the total fill is less than 4.0 oz. or any one unit fill is less than 3.75 oz

***A lot is defined as one shipment to one agency at one time.**

88-394-725B
88-394-725A

H

Patent

12

2-348
1-485

100% PURE
APPLE JUICE
FROM CONCENTRATE
NO SUGAR ADDED
PASTERIZED
4 FL. OZ. (118 mL)

TO OPEN

100% PURE
APPLE JUICE
FROM CONCENTRATE
SUNGLUP
4 FL. OZ. (118 mL)

THANK YOU
FOR SELECTING
SUNGLUP
100% APPLE JUICE
FROM CONCENTRATE
INGREDIENTS: WATER, APPLE JUICE CONCENTRATE,
ASCORBIC ACID, VITAMIN C.
CONTAINS APPLE JUICE CONCENTRATE FROM USA
AND/OR NEW ZEALAND, ARGENTINA, CHILE AND CHINA.
PACKED BY
GREGSON PACKAGING, INC.
NEWARK, NJ 07102
PO BOX 9733
KEEP FROZEN. THAW, REFRIGERATE
AND USE WITHIN 14 DAYS.
4 FL. OZ. (118 mL)

TO OPEN

Nutrition Facts
Serving Size 1 Container (4 oz./118 mL)
Servings Per Container 1

Amount Per Serving	Calories From Fat 0	% Daily Value*
Calories 50		
Total Fat 0g		0%
Saturated Fat 0g		0%
Trans-Fat 0g		
Cholesterol 0mg		0%
Sodium 10mg		0%
Total Carbohydrate 13g		4%
Dietary Fiber 0g		0%
Sugars 12g		
Protein 0g		
Vitamin A 0%		Vitamin C 100%
Calcium 0%		Iron 0%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.

88-394-779A
88-394-779

2-228
1-211

Patent

12

**CRANBERRY JUICE
COCKTAIL**
FROM CONCENTRATE
PASTEURIZED
4 FL. OZ. (118 mL)

TO OPEN

**CRANBERRY JUICE
COCKTAIL**
FROM CONCENTRATE

SUNUCUP



SUNUCUP

4 FL. OZ. (118 mL)

**PUSH UP
HERE**



**PUSH UP
HERE**

THANK YOU
FOR SELECTING

TO OPEN

CRANBERRY JUICE COCKTAIL
CONTAINS 15% FRUIT JUICE
FROM CONCENTRATE

INGREDIENTS: WATER, HIGH FRUCTOSE CORN SYRUP,
CRANBERRY JUICE CONCENTRATE, APPLE, PINEAPPLE,
ELDERBERRY, KIWI, AND PLUM JUICE CONCENTRATES, CITRIC
ACID, NATURAL FLAVORS, ASCORBIC ACID (VITAMIN C).
CONTAINS CONCENTRATED FRUIT.

USA AND/OR CANADA AND CHILE
PACKED BY GREGORY PACKAGING, INC.
PO BOX 5188 NEWARK, NJ 07105
KEEP FROZEN - THAW, REFRIGERATE
AND USE WITHIN 10 DAYS
★ 4 FL. OZ. (118 mL)

TO OPEN

Nutrition Facts

Serving Size 1 Container (4 oz./118 mL)
Servings Per Container 1

Amount Per Serving

Calories 70 Calories From Fat 0
% Daily Value*

Total Fat 0g 0%

Saturated Fat 0g 0%

Cholesterol 0mg 0%

Sodium 5mg 0%

Total Carbohydrate 16g 5%

Dietary Fiber 0g 0%

Sugars 17g

Protein 0g

Vitamin A 0% Vitamin C 100%

Calcium 0% Iron 0%

*Percent Daily Values are based on a 2,000
calorie diet. Your daily values may be higher
or lower depending on your calorie needs.

88-394-706A
88-394-706

22807
1-514

Patent

12

H

100% PURE
GRAPE JUICE
FROM CONCENTRATE
NO SUGAR ADDED
PASTEURIZED

4 FL. OZ. (118 mL)



100% PURE
GRAPE JUICE
FROM CONCENTRATE

SUNUCUP



SUNUCUP

4 FL. OZ. (118 mL)

PUSH UP
HERE

THANK YOU
FOR SELECTING
SUNUCUP

PUSH UP
HERE

TO OPEN

100% GRAPE JUICE
FROM CONCENTRATE
INGREDIENTS: WATER, GRAPE JUICE CONCENTRATE,
GRAPE SKIN EXTRACT (COLOR), ASCORBIC
ACID (VITAMIN C), POTASSIUM
CONTAINS GRAPE JUICE CONCENTRATE
FROM USA AND/OR ARGENTINA AND CHILE
PACKED BY
GREGORY PACKAGING, INC.
PO BOX 5188 NEWARK, NJ 07105
KEEP FROZEN - THAW, REFRIGERATE
AND USE WITHIN 10 DAYS

4 FL. OZ. (118 mL)



Nutrition Facts

Serving Size 1 Container (4 oz./118 mL)
Servings Per Container 1

Amount Per Serving

Calories 80 Calories From Fat 0
% Daily Value*

Total Fat 0g 0%

Saturated Fat 0g 0%

Trans-Fat 0g

Cholesterol 0mg 0%

Sodium 20mg 1%

Total Carbohydrate 19g 6%

Dietary Fiber 0g 0%

Sugars 18g

Protein 0g

Vitamin A 0% • Vitamin C 100%

Calcium 2% • Iron 2%

*Percent Daily Values are based on a 2,000
calorie diet. Your daily values may be higher
or lower depending on your calorie needs.

88-394-701B
SUN-304-701B

2-021

12

Patent

H

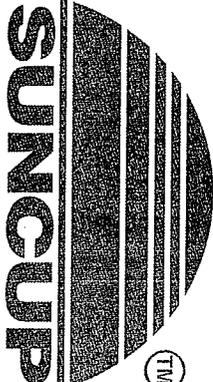
100% PURE
ORANGE JUICE
FROM CONCENTRATE
NO SUGAR ADDED
PASTEURIZED

4 FL. OZ. (118 mL)

TO OPEN

100% PURE
ORANGE JUICE
FROM CONCENTRATE

SUNCUP



4 FL. OZ. (118 mL)

PUSH UP
HERE

THANK YOU
FOR SELECTING
SUNCUP



PUSH UP
HERE

TO OPEN

100% ORANGE JUICE
FROM CONCENTRATE
INGREDIENTS: WATER AND ORANGE
JUICE CONCENTRATE.
CONTAINS ORANGE JUICE CONCENTRATE
FROM USA, BRAZIL, COSTA RICA
PACKED BY
GREGORY PACKAGING, INC.
PO BOX 3788
NEWARK, NJ 07105
KEEP FROZEN. THAW, REFRIGERATE
AND USE WITHIN 10 DAYS.

4 FL. OZ. (118 mL)

TO OPEN

Nutrition Facts

Serving Size 1 carton (118 mL)

Amount Per Serving

Calories 60

Total Fat 0g

Sodium 0mg

Potassium 240mg

Total Carbohydrate 13g

Sugars 13g

Protein 0g

Vitamin C 70%

Not a significant source of fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium and iron.

*Percent Daily Values are based on a 2,000 calorie diet.

88-394-714A
88-394-714A

2-BLK
1-123

Patent
12

**100% PURE
ORANGE-PINEAPPLE
JUICE**
FROM CONCENTRATE
NO SUGAR ADDED
PASTEURIZED

4 FL. OZ. (118 mL)



**100% PURE
ORANGE-PINEAPPLE
JUICE**
FROM CONCENTRATE

SUNCUP

4 FL. OZ. (118 mL)



**PUSH UP
HERE**

THANK YOU
FOR SELECTING



**PUSH UP
HERE**

TO OPEN

100% ORANGE-PINEAPPLE JUICE
FROM CONCENTRATE
INGREDIENTS: WATER, ORANGE JUICE CONCENTRATE,
PINEAPPLE JUICE CONCENTRATE.

PACKED BY
GREGORY PACKAGING, INC.
PO BOX 5188
NEWARK, NJ 07105

 **4 FL. OZ. (118 mL)**

KEEP FROZEN, THAW, REFRIGERATE
AND USE WITHIN 10 DAYS.



Nutrition Facts

Serving Size 1 carton (118 mL)

Amount Per Serving

Calories 60

Total Fat 0g % Daily Value*

Sodium 0mg 0%

Potassium 190mg 5%

Total Carbohydrate 16g 5%

Sugars 13g

Protein 0g

Vitamin C 55%
Not a significant source of fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium and iron.

*Percent Daily Values are based on a 2,000 calorie diet.

88-394-762

2-285



H

**100% PURE
PINEAPPLE JUICE**
FROM CONCENTRATE
NO SUGAR ADDED
PASTEURIZED
4 FL. OZ. (118 mL)



**100% PURE
PINEAPPLE JUICE**
FROM CONCENTRATE
SUNCUP



PUSH UP
HERE
THANK YOU
FOR SELECTING
SUNCUP
PUSH UP
HERE
TO OPEN

100% PINEAPPLE JUICE
FROM CONCENTRATE
INGREDIENTS: WATER AND PINEAPPLE JUICE
CONCENTRATE
CONTAINS PINEAPPLE JUICE CONCENTRATE
FROM PHILIPPINES, THAILAND, INDONESIA, COSTA RICA
PACKED BY
GREGORY PACKAGING, INC.
PO BOX 5188
NEWARK, NJ 07105
KEEP FROZEN, THAW, REFRIGERATE
AND USE WITHIN 10 DAYS.
4 FL. OZ. (118 mL)



Nutrition Facts
Serving Size 1 carton (118 mL)

Amount Per Serving	% Daily Value*
Calories 60	
Total Fat 0g	0%
Sodium 0mg	0%
Potassium 178mg	5%
Total Carbohydrate 10g	5%
Sugars 15g	
Protein 0g	
Vitamin C 25%	

Not a significant source of fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium and iron.
*Percent Daily Values are based on a 2,000 calorie diet.

88-394-765A
88-394-765

2-229
1-169

12

Patent

H

**100% PURE
PRUNE JUICE
FROM CONCENTRATE**
NO SUGAR ADDED
PASTEURIZED

4 FL. OZ. (118 mL)

TO OPEN

**100% PURE
PRUNE JUICE
FROM CONCENTRATE**
SUNCUP



4 FL. OZ. (118 mL)

**PUSH UP
HERE**
THANK YOU
FOR SELECTING
SUNCUP
**PUSH UP
HERE**
TO OPEN

**100% PURE PRUNE JUICE
FROM CONCENTRATE**
INGREDIENTS: WATER, PRUNE JUICE
CONCENTRATE, ASCORBIC ACID (VITAMIN C),
CONTAINS PRUNE JUICE CONCENTRATE
FROM USA AND/OR CHILE AND FRANCE.
PACKED BY:
GREGORY PACKAGING, INC.
PO BOX 5188
NEWARK, NJ 07105
KEEP FROZEN, THAW, REFRIGERATE
AND USE WITHIN 10 DAYS.
4 FL. OZ. (118 mL)

TO OPEN

Nutrition Facts	
Serving Size 1 Container (4 oz./118 mL)	
Servings Per Container 1	
Amount Per Serving	Calories From Fat 0
Calories 90	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans-Fat 0g	
Cholesterol 0mg	0%
Sodium 25mg	1%
Total Carbohydrate 16g	5%
Dietary Fiber 1g	5%
Sugars 13g	
Protein 6g	
Vitamin A 0%	Vitamin C 100%
Calcium 4%	Iron 15%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.