



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

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

CONTRACT NUMBER:	1-08-89-93
DESCRIPTION:	Lunch Box Meals, Pre-Packed
CONTRACTOR(S):	Harvest Farms
CONTRACT TERM:	March 1, 2008 through March 31, 2009
DISTRIBUTION LIST:	Statewide Institutions
STATE CONTRACT ADMINISTRATOR:	Eileen Tardiff 916-375-4432 etardiff@dgs.ca.gov

_____ original signed _____
Adrian Farley, Deputy Director

Effective Date: **March 1, 2008**

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1. SCOPE

The State's contract with Harvest Farms to provide Lunch Box Meals, Pre-Packed at contracted pricing to the State of California in accordance with the requirements of Contract # 1-08-89-93. 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 Lunch Box Meals, Pre-Packed to the State.

The contract term is for 13 months and the State has the unilateral right to exercise options to extend the contract for an additional 2 one-year terms 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, if ordering these products. There will be no exceptions.

3. 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

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

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

4. 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. (You may click on “DGS Price Book” at: <http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm> for current fees.)

5. CONTRACT ADMINISTRATION

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:	Eileen Tardiff
Address:	DGS/Procurement Division 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605
Telephone:	(916) 375-4432
Facsimile:	(916) 375-4439
E-Mail:	etardiff@dgs.ca.gov

Contract Administrator:	Brett Nelson
Company:	Harvest Farms
Address:	45000 N. Yucca Avenue Lancaster, Ca 93534
Telephone:	(661) 945-3636
Facsimile:	(661) 949-7077
E-Mail:	brettn@harvestfarms.com

6. PROBLEM RESOLUTION

The first step in problem resolution is to call the contractor(s) directly. Ordering agencies with unresolved issues after five (5) working days should notify the State’s contract administrator for resolution. Agency must submit a completed Contractor Performance Report to the contract administrator within 5 days.

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7. PURCHASE EXECUTION

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 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

8. 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 #5, Contract Administrator section above.

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 will 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), which 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.

Orders can be submitted up to the final day of expiration; however, your company will still be responsible for the deliveries on this contract up to thirty (30) days past the expiration date of the contract.

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9. ORDER LIMITS

The minimum order shall be **150 pre-packed lunches** per delivery. Orders for less than the minimum order shall be considered non-contract and may be purchased from other sources.

10. ORDER ACKNOWLEDGEMENT

The contractor will 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 will include:

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

11. 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.

12. 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.

13. 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.

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- 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.

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.

14. CONTRACTOR REPORTING REQUIREMENTS

The supplier is required to submit a detailed usage report every three (3) months commencing from the date of award to the Procurement Division, Food Acquisitions Unit. A sample of this report is attached. These reports will be due on the 5th day of the month report is due. The report must be done in an Excel spreadsheet, 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

In addition, you must total each PO, each Institution, and a grand total for the complete quarter. Invoice copies or list of purchase orders will not fulfill this requirement.

15. 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.

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17. 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.

18. SHIPPED ORDERS

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 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).

Foil, Mylar and any material that may present a security or safety risk are not acceptable packaging materials.

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/GPIT0407.pdf>.

19. 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.

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20. 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.

21. 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.

22. SPECIFICATIONS

The offered products must be in accordance with the attached bid specifications:

- **8962-07BS-001 dated January 2, 2008**

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

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23. PRESERVATION, PACKAGING, AND 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. Shipping containers shall be in compliance with National Motor freight Classification and Uniform Freight Classification (issue in effect at time of shipment).

Foil, Mylar and any material that may present a security or safety risk are not acceptable packaging materials.

24. PAYMENT

Payment terms for this contract are as follows:

Contractor	Terms
Harvest Farms	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 thirty (30) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

25. PRICES

Prices will be **firm fixed** for the duration of the contract.

26. 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.

27. 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.

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28. 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 than 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.

29. 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.

30. 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 an Intent to Award, loss of key State procurement staff, or other circumstance that would otherwise cause an unanticipated disruption in the State contracting process.

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31. 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 you 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
Harvest Farms	95-3923252

32. SMALL BUSINESS CERTIFICATION

Awardee of this contract is not a small business, however; agencies can verify that the certifications are currently valid at the following website:

<http://www.pd.dgs.ca.gov/smbus/default.htm>.

33. 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.

34. 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.

35. ATTACHMENTS

- Cost Sheets
- State Specifications
8962-07BS-001 dated January 2, 2008

NOTE: Nutritional Facts are not attached; if you need a copy of a nutritional, please contact the contract administrator listed on page 3 of 11

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Cost Sheets

Type I & Type II Lunches

Item	Unit	Commodity #	Description	Price
(A)	EA	8940-000-0143-0	Type I Lunch, Pre-Packed (as described in attached specification)	\$ 1.0600
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	T1000	
		Quantity Per Case:	1 each – 30 per case	
(B)	EA	8940-000-0143-0	Type II Lunch, Pre-Packed (as described in attached specification)	\$ 1.0700
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	T2000	
		Quantity Per Case:	1 each – 30 per case	

Alternative Creations

(1)	PG	8930-921-0023-5	Peanut Butter & Jelly Combo Pack Strawberry, Individual Serving	\$.3130
		Manufacturer:	Boca Grande	PB \$.2790
				Jelly \$.0340
		Brand Offered:	Boca Grande	
		Product Code:	PB A5302 – Jelly A5301	
		Quantity Per Case:	1 ea 2 oz. PB / 1 each Jelly	
(2)	PG	8905-000-0102-6	Deli Meat by the Package Poultry-Based Salami 2 ea/1 oz. slices per pack	\$.3030
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	A5403	
		Quantity Per Case:	1 ea / 2 oz.	

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(3)	PG	8905-000-0102-6	Deli Meat by the Package Turkey Bologna 2 ea/1 oz. slices per pack	\$.2420
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	A5426	
		Quantity Per Case:	1 ea / 2 oz.	
(4)	PG	8905-000-0102-6	Deli Meat by the Package Chicken, 2 ea/1 oz. slices per pack	\$.3150
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	A5421	
		Quantity Per Case:	1 ea / 2 oz.	
(5)	PG	8905-000-0102-6	Deli Meat by the Package Turkey Pastrami, 2 ea/1 oz. slices per pack	\$.3400
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	A5408	
		Quantity Per Case:	1 ea / 2 oz.	
(6)	PG	8905-000-0102-6	Deli Meat by the Package Turkey Ham, 2 ea/1 oz. slices per pack	\$.3400
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	A5429	
		Quantity Per Case:	1 ea / 2 oz.	
(7)	PG	8905-000-0102-6	Deli Meat by the Package Turkey, Smoked, 2 ea/1 oz. slices per pack	\$.2750
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	A5422	
		Quantity Per Case:	1 ea / 2 oz.	

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(8)	PG	8905-000-0102-6	Deli Meat by the Package Poultry Based Jalapeño Loaf 2 ea/1 oz. slices per pack	\$.2840
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	A5433	
		Quantity Per Case:	1 ea / 2 oz.	
(9)	PG	8905-000-0102-6	Deli Meat by the Package Smoked Turkey & Cheese, Sliced 2 ea. – ¾ oz. of meat and ½ oz. of cheese per pack	\$.3040
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	A5522	
		Quantity Per Case:	1 ea / 2 oz.	
(10)	PG	8905-000-0102-6	Deli Meat by the Package Turkey Bologna & Cheese, Sliced 2 ea. – ¾ oz. of meat and ½ oz. of cheese per pack	\$.3080
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	A5526	
		Quantity Per Case:	1 ea / 2 oz.	
(11)	PG	8905-000-0102-6	Deli Meat by the Package Salami & Cheese, Sliced 2 ea. – ¾ oz. of meat and ½ oz. of cheese per pack	\$.3270
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	A5503	
		Quantity Per Case:	1 ea / 2 oz.	
(12)	PG	8905-000-0102-6	Deli Meat by the Package Turkey Ham & Cheese, Sliced 2 ea. – ¾ oz. of meat and ½ oz. of cheese per pack	\$.3620
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	A5529	
		Quantity Per Case:	1 ea / 2 oz.	

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(13)	PG	8905-000-0102-6	Deli Meat by the Package Poultry Based Jalapeño Loaf & Cheese, Sliced 2 ea. – ¾ oz. of meat and ½ oz. of cheese per pack	\$.3110
		Manufacturer:	Harvest Farms	
		Brand Offered:	Harvest Farms	
		Product Code:	A5533	
		Quantity Per Case:	1 ea / 2 oz.	
(14)	PG	8910-999-9988-1	Cheese, Individual Serving American Cheese, Imitation type, sliced & Individually One slice of cheese at .50 oz. per slice	\$.0620
		Manufacturer:	Whitehall	
		Brand Offered:	Whitehall	
		Product Code:	A5226	
		Quantity Per Case:	1 ea. / .50 oz.	
(15)	PG	8910-999-9988-1	Cheese, Individual Serving American Cheese, Imitation type, sliced & Individually One slice of cheese at .67 oz. per slice	\$.0650
		Manufacturer:	Whitehall	
		Brand Offered:	Whitehall	
		Product Code:	A5227	
		Quantity Per Case:	1 ea. / 1 oz.	
(16)	EA	8950-000-0041-6	Condiment, Individual Serving, Mustard	\$.0190
		Manufacturer:	Boca Grande	
		Brand Offered:	Boca Grande	
		Product Code:	A0032	
		Quantity Per Case:	1 ea. / 5 gram	
(17)	EA	8950-000-0041-6	Condiment, Individual Serving, Mayonnaise	\$.0420
		Manufacturer:	Boca Grande	
		Brand Offered:	Boca Grande	
		Product Code:	A0031	
		Quantity Per Case:	1 ea. / 12 gram	

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(18)	PG	8920-914-0017-2	Bread, Misc., Individual Serving Whole Wheat, Standard Slice 4 slices per pack	\$.2100
		Manufacturer:	Vons – packed by Harvest Farms	
		Brand Offered:	Vons – packed by Harvest Farms	
		Product Code:	BL971	
		Quantity Per Case:	1 ea. / 4 pack	
(19)	PG	8920-914-0017-2	Bread, Misc., Individual Serving White Bread, Standard Slice 4 slices per pack	\$.2100
		Manufacturer:	Vons – packed by Harvest Farms	
		Brand Offered:	Vons – packed by Harvest Farms	
		Product Code:	BL970	
		Quantity Per Case:	1 ea. / 4 pack	
(20)	PG	8920-914-0017-2	Bread, Misc., Individual Serving Whole Wheat, Standard Slice 2 slices per pack	\$.1900
		Manufacturer:	Vons – packed by Harvest Farms	
		Brand Offered:	Vons – packed by Harvest Farms	
		Product Code:	A40006	
		Quantity Per Case:	1 ea. / 4 pack	
(21)	PG	8920-914-0017-2	Bread, Misc., Individual Serving White Bread, Standard Slice 2 slices per pack	\$.1900
		Manufacturer:	Vons – packed by Harvest Farms	
		Brand Offered:	Vons – packed by Harvest Farms	
		Product Code:	A4006B	
		Quantity Per Case:	1 ea. / 4 pack	
(22)	PG	8920-914-0017-2	Bread, Misc., Individual Serving Whole Wheat, 4" Hamburger Bun	\$.2100
		Manufacturer:	Freund – packed by Harvest Farms	
		Brand Offered:	Freund – packed by Harvest Farms	
		Product Code:	A4018	
		Quantity Per Case:	1 each	

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(23)	PG	8920-914-0017-2	Bread, Misc., Individual Serving French, Steak Torpedo Roll	\$.2300
		Manufacturer:	Freund – packed by Harvest Farms	
		Brand Offered:	Freund – packed by Harvest Farms	
		Product Code:	A4024	
		Quantity Per Case:	1 each	
(24)	PG	8920-914-0690-3	Cookie, Packaged, Individual Serving Chocolate Chip, 2 per package	\$.1410
		Manufacturer:	Traditional Baking	
		Brand Offered:	Traditional Baking	
		Product Code:	A1082	
		Quantity Per Case:	1 ea. / 2 pack	
(25)	PG	8920-914-0690-3	Cookie, Packaged, Individual Serving Oatmeal, Plain, 2 per package	\$.1410
		Manufacturer:	Traditional Baking	
		Brand Offered:	Traditional Baking	
		Product Code:	A1005	
		Quantity Per Case:	1 ea. / 2 pack	
(26)	PG	8920-914-0690-3	Cookie, Packaged, Individual Serving Oatmeal Raisin, 2 per package	\$.1720
		Manufacturer:	Biscomerica	
		Brand Offered:	Biscomerica	
		Product Code:	A1005	
		Quantity Per Case:	1 ea. / 2 pack	
(27)	PG	8920-914-0690-3	Cookie, Packaged, Individual Serving Graham Crackers, 2 per package	\$.0680
		Manufacturer:	Keebler	
		Brand Offered:	Keebler	
		Product Code:	A1011	
		Quantity Per Case:	1 ea. / 2 pack 14 gram	

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Cost Sheets

(28)	PG	8920-914-0690-3	Cookie, Packaged, Individual Serving Granola Cookie, 2 per package	\$.1410
		Manufacturer:	Commercial – packed by Harvest Farms	
		Brand Offered:	Commercial – packed by Harvest Farms	
		Product Code:	A1004	
		Quantity Per Case:	1 ea. / 2 pack	
(29)	PG	8920-914-0690-3	Cookie, Packaged, Individual Serving Chocolate Chip, 2 per package	\$.1570
		Manufacturer:	Commercial Bakeries	
		Brand Offered:	Commercial Bakeries	
		Product Code:	A1021	
		Quantity Per Case:	1 ea. / 2 pack	
(30)	PG	8920-914-0690-3	Cookie, Packaged, Individual Serving Sugar-Type Cookies, 2 per package	\$.1410
		Manufacturer:	Traditional Baking	
		Brand Offered:	Traditional Baking	
		Product Code:	A1081	
		Quantity Per Case:	1 ea. / 2 pack	
(31)	PG	8960-698-0005-8	Beverage Base, Individual Serving Sugar-Sweetened beverage base	\$.0900
		Manufacturer:	American CoPak - Titus	
		Brand Offered:	American CoPak - Titus	
		Product Code:	A3311	
		Quantity Per Case:	1 each	
(32)	PG	8960-698-0005-8	Beverage Base, Individual Serving Reduced Calorie beverage base	\$.0800
		Manufacturer:	American CoPak - Titus	
		Brand Offered:	American CoPak - Titus	
		Product Code:	A3301	
		Quantity Per Case:	1 each	

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Cost Sheets

(33)	PG	8960-698-0005-8	Beverage Base, Individual Serving Sugar Free beverage base		\$.0850
		Manufacturer:	American CoPak - Titus		
		Brand Offered:	American CoPak - Titus		
		Product Code:	A3301B		
		Quantity Per Case:	1 each		
(34)	PG	8940-000-0157-0	Snack, Individual Serving Potato Chips, BBQ	1 oz.	\$.2140
		Manufacturer:	Frito Lay	½ oz.	\$ 0.147
		Brand Offered:	Frito Lay		
		Product Code:	11044 1 oz. A2304	13396 ½ oz. A2302	
		Quantity Per Case:	1 each		
(35)	PG	8940-000-0157-0	Snack, Individual Serving Potato Chips, Regular	1 oz.	\$.2140
		Manufacturer:	Frito Lay	½ oz.	\$ 0.147
		Brand Offered:	Frito Lay		
		Product Code:	11045 1 oz. A2303	19846 ½ oz. A2301	
		Quantity Per Case:	1 each		
(36)	PG	8940-000-0157-0	Snack, Individual Serving Tortilla Chips, Cheese Flavor	1 oz.	\$.2140
		Manufacturer:	Frito Lay	½ oz.	\$ 0.147
		Brand Offered:	Frito Lay		
		Product Code:	11142 1 oz. A2314	13296 ½ oz. A2313	
		Quantity Per Case:	1 each		
(37)	PG	8940-000-0157-0	Snack, Individual Serving Corn Chips, Regular	1 oz.	\$.2140
		Manufacturer:	Frito Lay		
		Brand Offered:	Frito Lay		
		Product Code:	32405 1 oz. A2312		
		Quantity Per Case:	1 each		

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(38)	PG	8940-000-0157-0	Snack, Individual Serving Banana Chips, 1 oz.		\$.1910
		Manufacturer:	Snak Club		
		Brand Offered:	Snak Club		
		Product Code:	71419 – A2346B		
		Quantity Per Case:	1 each		
(39)	PG	8940-000-0157-0	Snack, Individual Serving Crunchy Fried Cheese Curls	1 oz.	\$.2450
		Manufacturer:	Snak King	½ oz.	\$ 0.1600
		Brand Offered:	Snak King		
		Product Code:	243030 1 oz. A2201B	243030B ½ oz. A2201	
		Quantity Per Case:	1 each		
(40)	PG	8940-000-0157-0	Snack, Individual Serving Hot Fries	1 oz.	\$.2450
		Manufacturer:	Snak King	½ oz.	\$ 0.1600
		Brand Offered:	Snak King		
		Product Code:	243218 1 oz. A2203B	243218B ½ oz. A2203	
		Quantity Per Case:	1 each		
(41)	PG	8940-000-0157-0	Snack, Individual Serving Pretzels	1 oz.	\$.2460
		Manufacturer:	Snak King	½ oz.	\$ 0.1610
		Brand Offered:	Snak King		
		Product Code:	230243 1 oz. A2211B	230243B ½ oz. A2211	
		Quantity Per Case:	1 each		
(42)	PG	8940-000-0157-0	Snack, Individual Serving Caramel Corn	1 oz.	\$.2930
		Manufacturer:	Snak King	½ oz.	\$ 0.1840
		Brand Offered:	Snak King		
		Product Code:	230273 1 oz. A2204B	2302273B ½ oz. A2204	
		Quantity Per Case:	1 each		

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(43)	PG	8940-000-0157-0	Snack, Individual Serving Carrot Coins	\$.1540
		Manufacturer:	Grimmway	
		Brand Offered:	Grimmway	
		Product Code:	A2202	
		Quantity Per Case:	1 each	
(44)	PG	8915-000-0049-0	Apple, Eating Fresh Red Delicious	\$.1740
		Manufacturer:	Washington	
		Brand Offered:	Washington	
		Product Code:	A6004	
		Quantity Per Case:	1 each	
(45)	PG	8915-000-0049-0	Apple, Eating Fresh Golden Delicious	\$.1740
		Manufacturer:	Washington	
		Brand Offered:	Washington	
		Product Code:	A6004B	
		Quantity Per Case:	1 each	
(46)	PG	8915-911-0102-8	Orange	\$.2020
		Manufacturer:	Grimmway	
		Brand Offered:	Grimmway	
		Product Code:	A6011	
		Quantity Per Case:	1 each	

Seasonal Fruit

Supplier's firm fixed base 13-month distribution price over product market price: **7%**



STATE OF CALIFORNIA

Bid Specification

8962-07BS-001

Lunch Box, Pre-packed

1.0 SCOPE

This bid specification establishes requirements for pre-packed lunch and lunch box components packed in commercially acceptable containers suitable for use by State of California Institutions.

2.0 GENERAL REQUIREMENTS

- 2.1 The product 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 product shall be prepared in accordance with the 21 CFR §110, Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food.
- 2.3 The product shall comply with the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.
- 2.4 All products of the same type shall be uniform in size & shall possess an odor & flavor typical of its type. No off-flavors or off-odors shall be detectable.
- 2.5 Metal-containing packaging materials are not acceptable.
- 2.6 Tray and film must be recyclable to meet any state recycling programs.
- 2.7 Tray must be dimensionally stable to hold a complete lunch for redistribution.
- 2.8 Each lunch box shall be covered with clear film. The film must be resistant to moisture, essential oils, greases and solvents.

3.0 PRODUCT COMPONENTS

- 3.1 The Pre-Packed Lunch box selection shall include a Type I and a Type II consisting of the following components.

Type I Lunch

Luncheon Meat (Turkey Bologna, 2 slices)
 White Bread (4 slices)
 Snack (.5 oz. Regular Potato Chips)
 Beverage Base (Naturally Sweetened)
 Graham Crackers (2 each)
 Condiments (1 Mayo & 1 Mustard)
 Fruit (1 apple)

Type II Lunch

Peanut Butter/Jelly Combo Packs
 White Bread (4 slices)
 Snack (.5 oz. Regular Potato Chips)
 Beverage Base (Naturally Sweetened)
 Graham Crackers (2 each)
 Fruit (1 apple)

- 3.2 Alternate lunch box components selections shall include the following:

3.2.1 Deli Meat & Deli Meat w/Cheese

- 3.2.1.1 The deli meat shall be boneless poultry blended with curing and seasoning ingredients, chopped, formed, cooked, pasteurized and naturally smoked.

- 3.2.1.2 The deli meat shall be vacuum packed in an easy to open, flexible, laminated package.
- 3.2.1.3 The cheese shall be sliced, individually wrapped imitation cheese.
- 3.2.1.4 The product (deli meat and deli meat w/cheese) shall have a minimum shelf life of 30 days after delivery when stored at 32–36 degrees Fahrenheit.
- 3.2.1.5 The product shall include the types and contents defined in the table below:

TYPE	Package Content	Reference Brands	
		Land O'Frost	Harvest Farms
Poultry Based Salami	1-oz slice / 2 ea	88113	A5403
Turkey Bologna	1-oz slice / 2 ea	88107	A5426
Chicken	1-oz slice / 2 ea	88101	A5421
Turkey Pastrami	1-oz slice / 2 ea	88103	A5408
Turkey Ham	1-oz slice / 2 ea	88102	A5429
Turkey Smoked	1-oz slice / 2 ea	88105	A5422
Poultry Jalapeno Loaf	1-oz slice / 2 ea	88124	A5433
Deli Meat w/Imitation Cheese			
Turkey, Smoked and Cheese Sliced	$\frac{3}{4}$ -oz slice / 2 ea $\frac{1}{2}$ -oz cheese / 1 ea	68105	A5522
Turkey Bologna and Cheese Sliced	$\frac{3}{4}$ -oz slice / 2 ea $\frac{1}{2}$ -oz cheese / 1 ea	68107	A5526
Poultry Based Salami and Cheese Sliced	$\frac{3}{4}$ -oz slice / 2 ea $\frac{1}{2}$ -oz cheese / 1 ea	68113	A5503
Turkey Ham and Cheese Sliced	$\frac{3}{4}$ -oz slice / 2 ea $\frac{1}{2}$ -oz cheese / 1 ea	68124	A5529
Poultry Based Jalapeno Loaf and Sliced Cheese	$\frac{3}{4}$ -oz slice / 2 ea $\frac{1}{2}$ -oz cheese / 1 ea	68116	A5533

3.2.2 Imitation American Cheese

- 3.2.2.1 The cheese shall be sliced imitation American cheese.
- 3.2.2.2 The cheese shall be individually wrapped and available in the following sizes:
- 3.2.2.2.1 Two slices of cheese weighing 0.5 oz each (total 1.0oz)
- 3.2.2.2.2 One slice of cheese weighing 0.67 oz.

3.2.3 Beverage Base

- 3.2.3.1 The beverage base shall be individual servings (8-fl.oz of finished product per package).
- 3.2.3.2 The beverage base shall be available in a regular, reduced calorie, and sugar free type.

- 3.2.3.3 The beverage base shall be uniformly blended, dry mixture and prepared from food grade materials. The product shall be free flowing homogeneous mixture, free from hard lumps.
 - 3.2.3.4 The beverage base shall be fortified to contain 100% of Recommended Daily Intake (RDI) for vitamin C, 30% of RDI for Vitamin D, and 10% of RDI for Vitamin E.
 - 3.2.3.5 As a minimum, the beverage base shall be available in the following flavors: Cherry, Grape, Fruit Punch, Lemon/Lime & Orange.
 - 3.2.3.6 The beverage base shall have a minimum shelf life of 120 days when stored at 40 - 85 degrees Fahrenheit.
 - 3.2.3.7 The beverage base shall reconstitute in cold tap water. The granules shall fully dissolve within 2 minutes with constant stirring.
 - 3.2.3.8 The reconstituted finished drink shall be sediment free, possess a flavor free from acrid or peppery taste, & shall closely resemble fruit juice in flavor, color & aroma.
- 3.2.4 Bread, Fresh**
- 3.2.4.1 The bread shall include sandwich bread (whole wheat or white), whole wheat 4-inch hamburger bun, and 6-inch French roll (Steak Torpedo or Hoagie).
 - 3.2.4.2 The sandwich bread shall be standard slice and wrapped fresh, available in 4 or 2 slices per package. Bread end pieces may be included but shall not exceed 10% on the average and not more than one end piece per package.
 - 3.2.4.3 The hamburger bun and French roll shall be wrapped individually.
 - 3.2.4.4 All bread product shall be standard commercial product.
 - 3.2.4.5 All bread product shall be baked in loaves that have substantially uniform cross section.
 - 3.2.4.6 All bread product shall have a firm, tender, uniformly brown colored crust characteristic of the product (except French roll which shall have a firm, crisp crust), be of typical volume, have characteristic grain & texture, be evenly baked (without evidence of scorching or burning), and shall have a flavor & aroma of the particular product.
 - 3.2.4.7 All bread products incorporating white flour shall be enriched to the minimum requirements of the California Administrative Code, Title 17, Public Health.
 - 3.2.4.8 All bread product shall conform to the type as specified in the contract or purchase order. All ingredients shall be clean, sound, wholesome, and free from foreign material, evidence of rodent or insect infestation, extraneous material, off-odors, off-flavors, and off-colors.
 - 3.2.4.9 All bread product shall be packaged to ensure protection from moisture & contamination.
 - 3.2.4.10 The product shall not be crushed or damaged.

3.2.5 Snack Individual Servings

3.2.5.1 The snack individual servings shall be hermetically sealed in 1.0 oz serving packages and available in the types/flavors as follows:

Type	Flavor	Reference Brand	Product Code
Potato Chips*	BBQ	Frito Lay	
Potato Chips*	Regular	CA Chips	
Tortilla Chips*	Cheese	Frito Lay	
Corn Chips*	Regular	Snak King	
Banana Chips	-----	Snak King	
Crunchy Fried Curls	Cheese	Snak King	
Hot Fries	Flavored	Snak King	
Pretzels	Sour Dough	Snak King	
Sunflower Seeds	-----	-----	
Trail Mix	-----	-----	
Caramel Corn	Flavored	Snak King	
Carrot Coins*	Fresh	Grimmway	

* Shall also be available in 0.5 oz pack.

** 1.6 Oz pack (instead of 1.0 Oz pack)

3.2.6 Cookies & Crackers

3.2.6.1 The cookies & crackers shall be hermetically sealed and ready-to-eat.

3.2.6.2 The crackers and cookies shall be made with enriched flour.

3.2.6.3 The crackers shall be crisp and the cookies shall be crisp or chewable as appropriate for the type.

3.2.6.4 The types shall include:

Type	Description	Size
Cookie	Chocolate Chip	1.25 +/- 0.1 oz
Cookie	Oatmeal Plain	1.25 +/- 0.1 oz
Cookie	Oatmeal Raisin	1.25 +/- 0.1 oz
Crackers	Graham (4 squares)	1 – 1.25 +/- 0.1 oz
Cookie	Sugar type	1.25 +/- 0.1 oz

3.2.7 Fruits (Orange, Apple, Fresh Golden, Red Delicious)

- 3.2.7.1 The fruits shall be USDA Grade A certified.
- 3.2.7.2 The red delicious apple shall be a size 125 US Fancy Grade.
- 3.2.7.3 The fresh golden apple shall be a size 125 US Fancy Grade.
- 3.2.7.4 The orange shall be a size 113 US No. 1, well colored, except for the Valencia.

3.2.8 Mayonnaise, Individual Package

- 3.2.8.1 The mayonnaise shall comply with the standard of identity (21 CFR 169.140).
- 3.2.8.2 The mayonnaise shall be a uniform off-white to light-cream color, have a sharp, clean vinegar flavor with spice note, & clean oil background flavor. There shall not be a reverted (beany or painty) vegetable oil flavor.
- 3.2.8.3 The mayonnaise shall be individually packed (approximately 12 grms).

3.2.9 Mustard, Individual Package

- 3.2.9.1 The mustard shall be smooth textured, light mustard (also known as salad style).
- 3.2.9.2 The mustard shall contain no added starch-bearing material other than turmeric (Alleppy type), ginger, & black pepper.
- 3.2.9.3 The mustard shall be individually packed (approximately 5.5 grms).

3.2.10 Peanut Butter & Jelly Combo

- 3.2.10.1 The peanut butter/jelly combo shall have perforation allowing easy units separation. The peanut butter shall be 2.0 oz and the jelly shall be 1.0 oz.
- 3.2.10.2 The peanut butter shall be USDA Grade A, creamy & shall include the following ingredients: Roasted Peanuts, Sugar & Oil.
- 3.2.10.3 The jelly shall be USDA Grade A & shall include the following ingredients: Strawberry concentrate, Fruit Pectin, Citric Acid, Corn Syrup, Sugar, Water.
- 3.2.10.4 The product shall possess an appearance, odor & a flavor typical of its type. No off-flavors or off-odors shall be detectable.