



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

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

CONTRACT NUMBER:	1-09-89-03
DESCRIPTION:	Margarine
CONTRACTOR(S):	Adolph Foods Inc.
CONTRACT TERM:	January 1, 2009 thru December 31, 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: January 1, 2009

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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:	Chris Adolph
Address:	Adolph Foods Inc. 2339 Kern St. #310 Fresno, CA 93721
Phone:	559-237-7056
Fax:	559-237-7058
Email Address:	chris@adolphinc.com
Federal Employee Tax ID #:	54-2122532
Office of Small Business and DVBE Certification #:	34872

Terms of Contract:

Offered Terms of Payment:	½ % ; 10 Days
FOB:	Destination
Minimum Order:	200 LBS
Product Price Terms:	Fixed Differential with Monthly Market Pricing Supplements
Due Date of PO to Supplier:	15 days prior to delivery

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General Terms & Conditions

1. SCOPE

The State's contract with Adolph Foods Inc. is to provide Margarine at contracted pricing to the State of California in accordance with the requirements of Contract # 1-09-89-03. 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 Margarine to the State.

The contract term is for 1 year beginning January 1, 2009 through December 31, 2009. The State has the right to exercise the option to extend the contract for an additional year (or any portion thereof) upon mutual agreement with the contractor. Terms and conditions shall remain the same for the entire contract period including any extensions.

All contract extensions shall be time-based for the stated term and will not have limits to the amount of product quantities guaranteed during the extension term (Exception: see Pg.14, Contractors Guide No. 6).

2. CONTRACT PRICING STRUCTURE

All pricing is fixed differential with monthly supplements establishing the following month's pricing.

All contract items are mandatory, there will be no exceptions.

3. ORDERING PROCEDURE I:

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.

The following schedule shall govern this contract:

- | | |
|-------------|---|
| COLUMN I: | Denotes the month on which institutional Contract/Purchasing Authority Purchase Orders will be accepted by the contractor for delivery the following month. |
| COLUMN II: | Denotes the date on which the Wall Street Journal is published – reflecting the base price on the date shown. |
| COLUMN III: | Denotes the month in which deliveries are due. |

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COLUMN I	COLUMN II	COLUMN III
Contract/Purchasing Authority Purchase Order must be received by contractor on or before:	Date of Monthly Supplement (Wall Street Journal):	Month Delivery Required:
December, 2008 January, 2009 February, 2009 March, 2009 April, 2009 May, 2009 June, 2009 July, 2009 August, 2009 September, 2009 October, 2009 November, 2009	December 1, 2008 January 2, 2009 February 2, 2009 March 2, 2009 April 1, 2009 May 1, 2009 June 1, 2009 July 1, 2009 August 3, 2009 September 1, 2009 October 1, 2009 November 2, 2009	January, 2009 February, 2009 March, 2009 April, 2009 May, 2009 June, 2009 July, 2009 August, 2009 September, 2009 October, 2009 November, 2009 December, 2009

DELIVERY AND ORDERING PROCEDURE II:

The supplier 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 supplier 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. **Quarterly Purchase Orders for this contract will be charged at the Supplemental Price for the respective month of delivery.**

1. The supplier shall reject Agency's Purchasing Authority Purchase Order (STD 65), which fails to comply with the terms of the above paragraph.
2. Such rejected Purchasing Authority Purchase Order (STD 65) may be re-submitted for delivery the following month.
3. 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.
4. At any time the State can request copies of any Purchase Order drawn from this contract. Please retain all copies of any Purchase Order for this contract for your records.

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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. 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.

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.

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7. 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.

8. 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.

9. 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 agency for storage.

Packaging and shipping containers shall be in compliance with National Motor freight Classification and Uniform Freight Classification. (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>

Foil, that may present a security or safety risk, is not acceptable packaging material.

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10. 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.

11. 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.

12. 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.

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13. SPECIFICATIONS

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

8915-08BS-007 dated 9/12/08 All Line Items

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

14. PAYMENT

Offered payment terms for this contract are as follows:

Contractor	Terms
Adolph Foods Inc.	½ % ; 10 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.

15. PRICES

Prices will be the **fixed differential plus monthly base pricing supplements indexed to Wall Street Journal pricing** for the duration of the contract, including any extensions.

http://online.wsj.com/mdc/public/page/2_3023-cashprices.html

If the referenced item is not reported on the date required for pricing on this contract, the previous week's report is to be used as the base. If the given item is not listed in the Market News for the two previous weekly issues, the price may be established by mutual agreement between the supplier and the Procurement Division.

In the event of any substantial changes in the Market News format during the term of the contract, the State reserves the right to negotiate the base price or to cancel the contract. In the event of cancellation, the State shall be excused from purchasing the quantities contained in this solicitation.

Monthly price supplements will be issued by the Procurement Division adjusting the base price. See Chart Page 5

Note: Assembly Bill 97 effective January 1, 2010 phases out the use of trans fat and if your awarded products contain more than .5 gram per serving, the contract will not considered for extension.

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16. 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.

17. ATTACHMENTS

- Contract Pricing
- State Specification(s)
 8915-08BS-007 dated 9/12/2008
- Nutritional Facts
- Kosher Certificates (if applicable)

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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>.)

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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
Adolph Foods Inc.	54-2122532

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 #
Adolph Foods Inc.	34872

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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.

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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 your firm being a responsible supplier to the State of California. The required reports shall be submitted to the State **monthly**, commencing on the 5th day of the proceeding month to the Contract Administrator. If the State does not receive the required reports by the required dates, your firm may be prevented from bidding on future bids until such time we receive these reports. A sample of this report is attached in Section VIII, 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). 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. Invoice copies or list of purchase orders will not fulfill this requirement. This report is to include:

1. Agency Name
2. Purchase Order Number
3. Purchase Order Date
4. Number of Deliveries per PO
5. Delivery Date
6. Agency Billing Code
7. Line Item Number & Description
8. Quantity Ordered
9. Contract Cost Per Unit
10. Total cost Item
11. Total per PO, Per Delivery
12. Monthly Grand Total per Institution

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The contractor must total each PO, each Institution, and a grand total for the complete month.

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 State contract administrator immediately. The contractor is responsible for providing a written notification along with providing all usage reports for justification. The contract shall 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. At that time, 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.

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, upon mutual State and 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.

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7. MODIFICATION OF CONTRACT

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

At the discretion of the State, any 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.

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Cost Sheets

THESE PRODUCTS ARE ALL KOSHER

DGS Procurement provides a Monthly Supplement that reflects the total monthly price

Item	Unit	Commodity #	Description	Fixed Differential Price
(1)	LB	8945-916-0004-6	Readies, Pre Portioned, 12 lb/case 90/ lb.	\$0.575
		Manufacturer:	Ventura Foods	
		Brand Offered:	Gold-n-Sweet	
		Packaging:	12 # case/ 90/lb	
		Product Code:	10229	
(2)	LB	8945-916-0002-2	Prints, 1 lb., 30lb./case	\$0.225
		Manufacturer:	Ventura Foods	
		Brand Offered:	Gold-n-Sweet	
		Packaging:	30/ 1LB	
		Product Code:	10206	
(3)	LB	8945-916-0008-3	Bulk, Cube, 50 LB/Bag in Carton	\$0.22
		Manufacturer:	Ventura Foods	
		Brand Offered:	Gold-n-Sweet	
		Packaging:	50 #	
		Product Code:	10250	
(4)	LB	8945-916-0003-4	Salt Free 4 Cubes/LB 30 LB/Case	\$0.22
		Manufacturer:	Ventura Foods	
		Brand Offered:	Gold-n-Sweet	
		Packaging:	30/ 1LB	
		Product Code:	10306	



STATE OF CALIFORNIA

Bid Specification,

8915-08BS-007

Vegetable Oil, Margarine

1.0 SCOPE

This bid specification identifies requirements for vegetable oil margarine suitable for use by State of California Institutions.

2.0 REQUIREMENTS

- 2.1 The margarine 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 margarine shall be prepared in accordance with the 21 CFR §110, Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food.
- 2.3 The margarine shall comply with the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.
- 2.4 The margarine shall be manufactured and packaged in accordance with the applicable requirements contained in 7 CFR Part 58, Grading and Inspection, General Specifications for Approved Plants and Standards for Grades of Dairy Products.
- 2.5 The margarine shall be inspected by the US Department of Agriculture- (USDA) - Agricultural Marketing Service (AMS), Dairy Grading Branch. Products officially inspected and found to meet these requirements may be identified with the official USDA Quality Approved Inspection Shield.
- 2.6 Dry dairy products used as ingredients for which there are U.S. grades established (nonfat dry milk, dry whole milk, and dry whey) shall meet the criteria of U.S. Extra Grade. Dairy products for which there are no USDA grades established shall meet the applicable requirements of 7 CFR Part 58. The plants which produce dairy ingredients for use in the margarine shall be approved by the Dairy Grading Branch, Dairy Division, Agricultural Marketing Service, U.S. Department of Agriculture.

3.0 PRODUCT DESCRIPTIONS

- 3.1 The margarine shall comply with the Food and Drug Standard of Identity for Margarine (21 CFR Part 166).
- 3.2 The margarine shall be made from one or more of the following vegetable oils: canola, safflower, sunflower, corn, soybean, or peanut oil.
- 3.3 The margarine composition shall include:
 - Fat -- Not less than 80.0 percent by weight*
 - Salt -- Not more than 2.0 percent by weight
 - * The percent of the fat content in the product shall be determined by the method prescribed in Official Methods of Analysis of the Association of Official Analytical Chemists (AOAC).
- 3.4 The margarine shall contain a minimum of 15,000 International Units (IU) of Vitamin A per pound and may contain Vitamin D. When Vitamin D is added, the margarine shall contain a minimum of 1,500 IU per pound.

- 3.5** The margarine stabilizers and emulsifiers shall be clean and wholesome, and shall be accepted by the U.S. Food and Drug Administration 21 CFR Part 166.
- 3.6** The margarine food color shall be certified by the U.S. Food and Drug Administration as safe for human consumption 21 CFR Part 166.
- 3.7** The margarine shall be salted or unsalted. If salted, the salt ingredient shall be free flowing, refined sodium chloride, and shall meet the requirements of the Food Chemical Codex. Salted margarine may be slightly sharp.
- 3.8** The margarine shall possess a fine and pleasing buttery flavor. May possess acid, bitter, coarse, flat or oil flavors to a slight degree. A safe and suitable bacterial culture may be added for flavoring.
- 3.9** The margarine shall possess a smooth, firm and homogeneous texture. Margarine may possess the following body characteristics to a slight degree: ragged boring, chewy, and waxy; or to a definite degree; grainy, gummy, short, sticky, or weak. The margarine shall be free from droplets of moisture.
- 3.10** The margarine shall have a uniform, light to medium yellow color when compared to the USDA Butter Color Standards, except that it may possess mottled, wavy, or streaked to a slight degree.
- 3.11** The margarine shall meet the following microbial requirements when tested by the methods described in the latest edition of Standard Methods for the Examination of Dairy Products, published by the American Public Health Association.
- Coliform -- Less than 10 cfu* per gram.
 - E. Coli. -- Negative.
 - Yeast and Mold -- Not more than 100 cfu per gram.
 - Standard Plate Count -- Not more than 1,000 cfu per gram.

*cfu – colony forming unit

PRODUCT: VEGETABLE MARGARINE REDDIES

PRODUCT NUMBER: 10229 (12/1 lb) 90 cut

INGREDIENTS: LIQUID AND PARTIALLY HYDROGENATED SOYBEAN OIL, WATER, SALT, SOY LECITHIN, VEGETABLE MONO & DIGLYCERIDES, SODIUM BENZOATE (A PRESERVATIVE), NATURAL AND ARTIFICIAL FLAVORS, BETA CAROTENE (COLOR), VITAMIN A PALMITATE ADDED, WHEY. CONTAINS: SOYBEAN, MILK

†Nutrition Facts			
Serving Size 3 Reddies (15g)			
Servings Per Container: 360			
Amount Per Serving			
Calories	110	Calories From Fat	110
		% Daily Value*	
Total Fat	12g		18%
Saturated Fat	2.5g		13%
Trans Fat	3g		
Polyunsaturated Fat	3.5g		
Monounsaturated Fat	3g		
Cholesterol	0mg		0%
Sodium	120mg		5%
Total Carbohydrates	0g		0%
Dietary Fiber	0g		0%
Sugars	0g		
Protein	0g		
Vitamin A	10%	Vitamin C	0%
Calcium	0%	Iron	0%

*Percent Daily Values are based on a 2,000 Calorie Diet.

†Nutrition Facts			
Serving Size 1 Reddie (5g)			
Servings Per Container: 1080			
Amount Per Serving			
Calories	35	Calories From Fat	35
		% Daily Value*	
Total Fat	4g		8%
Saturated Fat	1g		5%
Trans Fat	1g		
Polyunsaturated Fat	1g		
Monounsaturated Fat	1g		
Cholesterol	0mg		0%
Sodium	40mg		2%
Total Carbohydrates	0g		0%
Dietary Fiber	0g		0%
Sugars	0g		
Protein	0g		
Vitamin A	4%	Vitamin C	0%
Calcium	0%	Iron	0%

*Percent Daily Values are based on a 2,000 Calorie Diet.

DATE: 3/20/08
 ISSUE: 10229.5
 REVISION: 4th

† The following information is not in NLEA standard format.

PRODUCT: VEGETABLE MARGARINE REDDIES

PRODUCT NUMBER: 10229 (12/1 lb) 90 cut

INGREDIENTS: LIQUID AND PARTIALLY HYDROGENATED SOYBEAN OIL, WATER, SALT, SOY LECITHIN, VEGETABLE MONO & DIGLYCERIDES, SODIUM BENZOATE (A PRESERVATIVE), NATURAL AND ARTIFICIAL FLAVOR, BETA CAROTENE (COLOR), VITAMIN A PALMITATE ADDED, WHEY. CONTAINS: SOYBEAN, MILK

PRODUCT CHARACTERISTICS: A LIGHT YELLOW COLORED, CLEAN BUTTERY FLAVOR AND AROMA MARGARINE WHICH POSSESSES A SMOOTH BODY AND TEXTURE THAT IS FREE OF GRAININESS AND LUMPINESS.

KOSHER SUPERVISION: KOSHER DAIRY AVAILABLE

CODE DATE: ALPHA PLANT DESIGNATION, JULIAN DATE AND YEAR

SHIPPING AND STORAGE TEMPERATURE: 35 - 45°F

ANALYTICAL:

Moisture	17.0 - 18.5%
Salt	1.80 - 2.20%
Oil	80.0 - 81.0%
Vitamin A	>15,000 IU/lb.
Extraneous	None

MICROBIOLOGICAL:

Aerobic Plate Count	<10,000 / gram
Mold & Yeast	<100 / gram
Coliform	<10 / gram
Staph. aureus (coag +)	<10 / gram
Salmonella	0 in 25 grams

SHELF LIFE: 240 days

**DATE: 3/20/08
ISSUE: 10229.6
REVISION: 5TH**

Location: 75 Ontario
 Product.: 10229 MARG 90CUT TRAY PLN CS REF 12# Costing Formula:
 Type: X from 43

General Information:

Gross Weight: 13.98 Net Weight: 12.00 Manufacturing Code: MMDDYY
 Tier Group: S Expected Shelf Life: 8 Product/Component Group: FPP
 Refrigeration Code: 1 35 - 45 Refrigerated Items Rfrg Req.: Y
 Kosher: Y Dairy: N Pricing UM: EA

Case Information:

Case Dimensions: L 17.00 W 10.13 H 6.00 Case Cubic Feet: .60
 Drum or Pail Diameter in Inches: .00

Pallet Information:

*Pallet Dimensions: L 48 W 40 Pallets Cubic Feet: 65.56
 Cases Per Layer: 16 Cases Per Pallet: 128 No. Layers on Full Pallet: 8
 Pallet - Stacked Height in Inches: 059

CSS Comment#1:

CSS Comment#2:

* INFORMATION MAY INCLUDE 5 INCHES FOR PALLET HEIGHT, PLEASE CHECK WITH LOC.
 * NOTE ALL PRODUCTS STACKED ON 40X48 PALLETS MUST USE 4-WAY BOARDS

F3=Exit F12=Previous F16=Allergens F21=Product Specs

HELP

* Manufactured in Birmingham *

3900 Vanderbilt Road

Birmingham, AL 35217

(800) 633-4572

PRODUCT: VEGETABLE MARGARINE

PRODUCT NUMBER: 10208 (30/1 lb)

INGREDIENTS: LIQUID AND PARTIALLY HYDROGENATED SOYBEAN OIL, WATER, SALT, SOY LECITHIN, VEGETABLE MONO & DIGLYCERIDES, SODIUM BENZOATE (A PRESERVATIVE), CITRIC ACID, NATURAL & ARTIFICIAL FLAVOR, BETA CAROTENE (COLOR), VITAMIN A PALMITATE ADDED, WHEY. CONTAINS: SOYBEAN, MILK.

†Nutrition Facts			
Serving Size 1 Tbsp. (14g)			
Servings Per Container: About 32			
Amount Per Serving			
Calories	100	Calories From Fat	100
		% Daily Value*	
Total Fat	11g		17%
Saturated Fat	2g		10%
Trans Fat	3g		
Polyunsaturated Fat	3g		
Monounsaturated Fat	3g		
Cholesterol	0mg		0%
Sodium	110mg		5%
Total Carbohydrates	0g		0%
Dietary Fiber	0g		0%
Sugars	0g		
Protein	0g		
Vitamin A	10%	Vitamin C	0%
Calcium	0%	Iron	0%
*Percent Daily Values are based on a 2,000 Calorie Diet.			

DATE: 1/21/08
 ISSUE: 10208.6
 REVISION: 5TH

†The following information is not in NLEA standard format.

PRODUCT: VEGETABLE MARGARINE

PRODUCT NUMBER: 10206 (30/1 lb)

INGREDIENTS: LIQUID AND PARTIALLY HYDROGENATED SOYBEAN OIL, WATER, SALT, SOY LECITHIN, VEGETABLE MONO & DIGLYCERIDES, SODIUM BENZOATE (A PRESERVATIVE), CITRIC ACID, NATURAL & ARTIFICIAL FLAVOR, BETA CAROTENE (COLOR), VITAMIN A PALMITATE ADDED, WHEY. CONTAINS: SOYBEAN, MILK.

PRODUCT CHARACTERISTICS: A LIGHT YELLOW COLORED, CLEAN BUTTERY FLAVORED AND AROMA MARGARINE THAT POSSESSES A SMOOTH BODY AND TEXTURE FREE OF GRAININESS AND LUMPINESS.

KOSHER SUPERVISION: KOSHER DAIRY AVAILABLE

CODE DATE: ALPHA PLANT DESIGNATION, JULIAN DATE AND YEAR

SHIPPING AND STORAGE TEMPERATURE: 35 – 45°F

ANALYTICAL:

Moisture 16.5 – 18.5%
Salt 1.80 – 2.20%
Oil 80.0 – 81.0%
Vitamin A > 15,000 IU/lb
Extraneous None

MICROBIOLOGICAL:

Aerobic Plate Count <10,000 / gram
Mold & Yeast <100 / gram
Coliform <10 / gram
Staph. aureus (coag +) <10 / gram
Salmonella 0 in 25 grams

SHELF LIFE: 240 days

**DATE: 1/21/08
ISSUE: 10206.10
REVISION: 9TH**

Location: 75 Ontario

Product.: 10206 MARG W/WHEY REF PRINTS 30/1# Costing Formula: F3391
Type: M

General Information:

Gross Weight: 31.20 Net Weight: 30.00 Manufacturing Code: JJYY
Tier Group: S Expected Shelf Life: 8 Product/Component Group: FHF
Refrigeration Code: 1 35 - 45 Refrigerated Items Rfrg Req.: Y
Kosher: Y Dairy: N Pricing UM: EA

Case Information:

Case Dimensions: L 13.10 W 9.07 H 7.12 Case Cubic Feet: .49
Drum or Pail Diameter in Inches: .00

Pallet Information:

*Pallet Dimensions: L 48 W 40 Pallets Cubic Feet: 40.00
Cases Per Layer: 14 Cases Per Pallet: 70 No. Layers on Full Pallet: 5
Pallet - Stacked Height in Inches: 036

CSS Comment#1:

CSS Comment#2:

* INFORMATION MAY INCLUDE 5 INCHES FOR PALLET HEIGHT, PLEASE CHECK WITH LOC.

* NOTE ALL PRODUCTS STACKED ON 40X48 PALLETS MUST USE 4-WAY BOARDS

F3=Exit F12=Previous F16=Allergens F21=Product Specs

HELP

PRODUCT: VEGETABLE MARGARINE CUBE

PRODUCT NUMBER: 10250 (1/50 lb)

INGREDIENTS: LIQUID AND PARTIALLY HYDROGENATED SOYBEAN OIL, WATER, SALT, WHEY SOLIDS, SOY LECITHIN, VEGETABLE MONO & DIGLYCERIDES, SODIUM BENZOATE (A PRESERVATIVE), NATURAL & ARTIFICIAL FLAVOR, BETA CAROTENE (COLOR), VITAMIN A PALMITATE ADDED. CONTAINS: MILK, SOYBEAN.

†Nutrition Facts			
Serving Size 1 Tbsp. (14g)			
Servings Per Container: About 1620			
Amount Per Serving			
Calories	100	Calories From Fat	100
		% Daily Value*	
Total Fat	11g		17%
Saturated Fat	2.5g		13%
Trans Fat	2.5g		
Polyunsaturated Fat	3.5g		
Monounsaturated Fat	3g		
Cholesterol	0mg		0%
Sodium	110mg		5%
Total Carbohydrates	0g		0%
Dietary Fiber	0g		0%
Sugars	0g		
Protein	0g		
Vitamin A	10%	Vitamin C	0%
Calcium	0%	Iron	0%
*Percent Daily Values are based on a 2,000 Calorie Diet.			

DATE: 1/21/08
 ISSUE: 10250.4
 REVISION: 3rd

†The following information is not in NLEA standard format.

PRODUCT: VEGETABLE MARGARINE CUBE

PRODUCT NUMBER: 10250 (1/50 lb)

INGREDIENTS: LIQUID AND PARTIALLY HYDROGENATED SOYBEAN OIL, WATER, SALT, WHEY SOLIDS, SOY LECITHIN, VEGETABLE MONO & DIGLYCERIDES, SODIUM BENZOATE (A PRESERVATIVE), NATURAL & ARTIFICIAL FLAVOR, BETA CAROTENE (COLOR), VITAMIN A PALMITATE ADDED. CONTAINS: MILK, SOYBEAN.

PRODUCT CHARACTERISTICS: A LIGHT YELLOW COLORED, CLEAN BUTTERY FLAVORED AND AROMA MARGARINE THAT POSSESSES A SMOOTH BODY AND TEXTURE FREE OF GRAININESS AND LUMPINESS.

KOSHER SUPERVISION: KOSHER AVAILABLE

CODE DATE: ALPHA PLANT DESIGNATION, JULIAN DATE AND YEAR

SHIPPING AND STORAGE TEMPERATURE: 35 – 45°F

ANALYTICAL:

Moisture	16.5 – 18.5%
Salt	1.60 – 2.20%
Oil	80.0 – 81.0%
Vitamin A	>15,000 IU/LB.
Extraneous	None

MICROBIOLOGICAL:

Aerobic Plate Count	<10,000 / gram
Mold & Yeast	<100 / gram
Coliform	<10 / gram
Staph. aureus (coag +)	<10 / gram
Salmonella	0 in 25 grams

SHELF LIFE: 240 days

**DATE: 1/21/08
ISSUE: 10250.6
REVISION: 5th**

Location: 75 Ontario
Product.: 10250 MARGARINE REGULAR, REF CUBE 50# Costing Formula: F1001
Type: M

General Information:

Gross Weight: 51.25 Net Weight: 50.00 Manufacturing Code: PJJJY
Tier Group: S Expected Shelf Life: 8 Product/Component Group: FHE
Refrigeration Code: 1 35 - 45 Refrigerated Items Rfrg Req.: Y
Kosher: Y Dairy: N Pricing UM: EA

Case Information:

Case Dimensions: L 12.50 W 11.50 H 11.50 Case Cubic Feet: .96
Drum or Pail Diameter in Inches: .00

Pallet Information:

*Pallet Dimensions: L 48 W 40 Pallets Cubic Feet: 44.44
Cases Per Layer: 12 Cases Per Pallet: 36 No. Layers on Full Pallet: 3
Pallet - Stacked Height in Inches: 040

CSS Comment#1:

CSS Comment#2:

* INFORMATION MAY INCLUDE 5 INCHES FOR PALLET HEIGHT, PLEASE CHECK WITH LOC.

* NOTE ALL PRODUCTS STACKED ON 40X48 PALLETS MUST USE 4-WAY BOARDS

F3=Exit F12=Previous F16=Allergens F21=Product Specs HELP

PRODUCT: UNSALTED VEGETABLE MARGARINE PARVE PRINTS

PRODUCT NUMBER: 10306 (30/1 lb.)

INGREDIENTS: LIQUID AND PARTIALLY HYDROGENATED SOYBEAN OIL, WATER, SOY LECITHIN, VEGETABLE MONO & DIGLYCERIDES, SODIUM BENZOATE (A PRESERVATIVE), NATURAL & ARTIFICIAL FLAVOR, BETA CAROTENE (COLOR), VITAMIN A PALMITATE ADDED.
 CONTAINS: SOYBEAN.

†Nutrition Facts			
Serving Size 1 Tbsp. (14g)			
Servings Per Container: About 32			
Amount Per Serving			
Calories	100	Calories From Fat	100
		% Daily Value*	
Total Fat	11g		17%
Saturated Fat	2g		10%
Trans Fat	3g		
Polyunsaturated Fat	3g		
Monounsaturated Fat	3g		
Cholesterol	0mg		0%
Sodium	0mg		0%
Total Carbohydrates	0g		0%
Dietary Fiber	0g		0%
Sugars	0g		
Protein	0g		
Vitamin A	10%	Vitamin C	0%
Calcium	0%	Iron	0%
*Percent Daily Values are based on a 2,000 Calorie Diet.			

DATE: 6/7/05
 ISSUE: 10306.6
 REVISION: 5th

†The following information is not in NLEA standard format.

PRODUCT: UNSALTED VEGETABLE MARGARINE PARVE PRINTS

PRODUCT NUMBER: 10306 (30/1 lbs.)

INGREDIENTS: LIQUID AND PARTIALLY HYDROGENATED SOYBEAN OIL, WATER, SOY LECITHIN, VEGETABLE MONO & DIGLYCERIDES, SODIUM BENZOATE (A PRESERVATIVE), NATURAL & ARTIFICIAL FLAVOR, BETA CAROTENE (COLOR), VITAMIN A PALMITATE ADDED.
CONTAINS: SOYBEAN.

PRODUCT CHARACTERISTICS: A LIGHT YELLOW COLORED, CLEAN BUTTERY FLAVORED AND AROMA MARGARINE THAT POSSESSES A SMOOTH BODY AND TEXTURE FREE OF GRAININESS AND LUMPINESS, FREE OF SALT.

KOSHER SUPERVISION: KOSHER PARVE

CODE DATE: ALPHA PLANT DESIGNATION, JULIAN DATE AND YEAR

SHIPPING AND STORAGE TEMPERATURE: 35 – 45°F, product may be frozen

ANALYTICAL:

Molsture	18.5 – 20.5%
Salt	0%
Oil	80.0 – 81.5%
Vitamin A	>15,000 IU/lb.
Extraneous	None

MICROBIOLOGICAL:

Aerobic Plate Count.....	<10,000 / gram
Mold & Yeast.....	<100 / gram
Coliform.....	<10 / gram
Staph. aureus (coag +).....	<10 / gram
Salmonella	0 in 25 grams

SHELF LIFE: 180 days, 270 days if frozen

DATE: 8/7/05
ISSUE: 10306.6
REVISION: 5th

Location: 75 Ontario
Product.: 10306 MARGARINE UNSALT,REF,PRT 30/1# Costing Formula: F1006
Type: M

General Information:

Gross Weight: 31.00 Net Weight: 30.00 Manufacturing Code: JJJYY
Tier Group: C Expected Shelf Life: 6 Product/Component Group: FHF
Refrigeration Code: 1 35 - 45 Refrigerated Items Rfrg Req.: Y
Kosher: Y Dairy: N Pricing UM: EA

Case Information:

Case Dimensions: L 13.00 W 10.38 H 8.25 Case Cubic Feet: .64
Drum or Pail Diameter in Inches: .00

Pallet Information:

*Pallet Dimensions: L 48 W 40 Pallets Cubic Feet: 50.00
Cases Per Layer: 14 Cases Per Pallet: 70 No. Layers on Full Pallet: 5
Pallet - Stacked Height in Inches: 045

CSS Comment#1:
CSS Comment#2:

* INFORMATION MAY INCLUDE 5 INCHES FOR PALLET HEIGHT, PLEASE CHECK WITH LOC.
* NOTE ALL PRODUCTS STACKED ON 40X48 PALLETS MUST USE 4-WAY BOARDS

F3=Exit F12=Previous F16=Allergens F21=Product Specs HELP



Orthodox Union

Union of Orthodox Jewish Congregations of America - אגודת קהילות האורתודוקסים באמריקה

11 Broadway New York, NY 10004 * Tel: (212) 563-4000 * Fax: (212) 564-9058 * www.ou.org

April 15, 2008

LETTER OF CERTIFICATION - continued

Company: Ventura Foods

Brand: Generic - Cont.

- 12932 Liquid Margarine

Symbol

OU-D

Brand: Gold-N-Flow

- 45610 Pan & Grill
- 45635 Pan & Grill

Symbol

OU

OU

Brand: Gold-N-Soft

- 10205 Margarine Quarters
- 10616 Margarine
- 12506 Soft Margarine
- 12514 Soft Margarine Spanish
- 12515 Soft Margarine Tray
- 12516 Soft Margarine Box
- 12517 Whipped Margarine
- 12614 40% Spread
- 12617 Spread
- 12718 40% Spread
- 13109 Could It Be Butter
- 13610 40% Spread
- 15191 40% Spread
- 16748 40% Spread

Symbol

OU-D

Brand: Gold-N-Sweet

- 10205 Margarine Quarters
- ✦ • 10206 Margarine
- 10232 Regular Margarine
- ✦ • 10250 Margarine
- 10251 Margarine
- ✦ • 10306 Unsalted Margarine
- 10506 White Margarine
- 10612 Margarine
- 10701 Whipped Spread
- 11206 One + Two
- 11207 One + Two

Symbol

OU-D

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Rabbi Menachem Genack
Rabbinic Administrator

Effective from 04/01/2008 through 01/31/2009

Page: 5 of 18



Orthodox Union

Letter of Certification

Union of Orthodox Jewish Congregations of America
איחוד קהילות האורתודוקסים באמריקה

ב"ס"ך

January 04, 2008

Ventura Foods (continued)

This is to certify that the following product(s) prepared by this company at the facility(ies) listed above are under the supervision of the Kashruth Division of the Orthodox Union and are kosher as indicated below.

Product Name	UKD-ID	Status	Certification Requirements
Brand: Gold-N-Soft (continued)			
• 15867 Unsalted Margarine Quarters	OULD3-CDD48ED	Dairy	Ⓢ-D Symbol required.
Brand: Gold-N-Sweet			
• 10205 Margarine Quarters	OULD3-B44E721	Dairy	Ⓢ-D Symbol required.
• 10206 Margarine Solids	OULD3-924560E	Dairy	Ⓢ-D Symbol required.
• 10226 Whipped Margarine 20 Lbs Pail	OULD3-D2C0BA1	Dairy	Ⓢ-D Symbol required.
• 10229 Vegetable Margarine Reddies	OULD3-F8E3145	Dairy	Ⓢ-D Symbol required.
* • 10229 Vegetable Reddies	OULD3-A03FB59	Dairy	Ⓢ-D Symbol required.
• 10251 Vegetable Margarine 50 Lbs Cube	OUV3-BDE275E	Pareve	Ⓢ Symbol required.
• 10306 Vegetable Margarine Salt Free 1Lb. Solids	OUV3-C5AC68E	Pareve	Ⓢ Symbol required.
• 11216 Butter Blend	OULD3-77FA707	Dairy	Ⓢ-D Symbol required.
• 12436 Veg. Margarin Salt Free 90 CT Reddie	OUV3-DA3F026	Pareve	Ⓢ Symbol required.
• 13536 Whipped Butterblend Spread	OULD3-8C80383	Dairy	Ⓢ-D Symbol required.
• 13866 Unsalted Margarine	OULD3-B7F87B2	Dairy	Ⓢ-D Symbol required.

Placing the OU logo on products not listed above constitutes an unauthorized use of the OU symbol, which is a federally registered trademark.

Rabbi Menachem Genack, Rabbinic Administrator, CEO

This certification is valid through 01/31/2009

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