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

State of California

CONTRACT NOTIFICATION

****MANDATORY****

CONTRACT NUMBER:	1-09-89-129
DESCRIPTION:	Raw Ground Chicken
CONTRACTOR(S):	ABC Ventures
CONTRACT TERM:	January 1, 2009 thru June 30, 2009
DISTRIBUTION LIST:	Statewide Institutions
STATE CONTRACT ADMINISTRATOR:	Ashley Lockwood 916-375-4575 ashley.lockwood@dgs.ca.gov

_____original signed_____

Dion Campos, Food Acquisitions Manager

Date: **December 5, 2008**

Contract (Mandatory) 1-09-89-129
Contract Notification and User Guide

Table of Contents

1. **Quick Reference Guide.....page 3**
2. **General Terms & Conditions.....pages 4 - 9**
3. **Agency/User's Guide.....pages 10 - 12**
4. **Contractor's Guide.....pages 13 – 15**

Attachments

5. **Cost Sheets .....(1 page)**
6. **Specifications.....(1 page)**
7. **Nutritional Facts Sheets.....(1 page)**

Contract (Mandatory) 1-09-89-129
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:	Ashley Lockwood
Address:	DGS/Procurement Division 707 3rd Street, 2nd Floor, MS201 West Sacramento, CA 95605
Phone:	(916) 375-4575
Fax:	(916) 375-4439
Email Address:	ashley.lockwood@dgs.ca.gov

Supplier Contact Information:

Contact:	Adam Clingerman
Address:	ABC Ventures 2411 Old Crow Canyon Rd., Suite 105 San Ramon, CA 94583
Phone:	(925) 837-7400
Fax:	(925) 837-4999
Email Address:	abcv@ureach.com
Federal Employee Tax ID #:	contact state administrator
Office of Small Business and DVBE Certification #:	2645

Terms of Contract:

OfferedTerms of Payment:	½%; 10 days
FOB:	Destination
Minimum Order:	$100.00
Product Price Terms:	Firm Fixed
Due Date of PO to Supplier:	15 days prior to delivery

General Terms & Conditions

1. SCOPE

The State's contract with ABC Ventures is to provide Raw Ground Chicken at contracted pricing to the State of California in accordance with the requirements of Contract # 1-09-89-129. 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 Raw Ground Chicken to the State.

The contract term is for 6 months. The State has the right to exercise the option to extend the contract for an additional 6 months (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 Contractors Guide No. 6).

2. CONTRACT PRICING STRUCTURE

All pricing is listed on Attachment, Cost Sheets
All contract items are mandatory (for participants), 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.

General Terms & Conditions continue…

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

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

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

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

4. ORDER LIMITS

The minimum order shall be **$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.

General Terms & Conditions continue…

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.

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.

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.

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.

General Terms & Conditions continue…

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 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.

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.

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:

8905-08BS-008; Chicken, Raw Ground; dated October 20, 2008

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

General Terms & Conditions continue…

15. PAYMENT

Offered payment terms for this contract are as follows:

Contractor	Terms
ABC Ventures	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.

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)
  8905-08BS-008 dated 10/20/2008
- Nutritional Facts
- Kosher Certificates (if applicable)

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.

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 occurance.

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
ABC Ventures	Contact state administrator

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 #
ABC Ventures	2645

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.

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

Contractors Guide continue…

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 contractor 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 declaim 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.

Contractors Guide continue…

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.

Contract (Mandatory) 1-09-89-129
Cost Sheets

Item	Unit	Commodity #	Description	Unit Price
(1)	GL	8905-905-0148-1	**Chicken, Ground, Raw**, Maximum 17% Fat	**$ 0.749**
		Manufacturer:	Apple Valley Farms	
		Brand Offered:	Apple Valley Farms	
		Packaging:	2/10lb.	
		Product Code:	52018	

STATE OF CALIFORNIA

Bid Specification 8905-08BS-008

Chicken, Raw Ground

1.0 SCOPE

This bid specification establishes requirements for raw ground chicken 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 The product shall be prepared in an establishment operating under inspection by the Food Safety & Inspection Service, U.S. Department of Agriculture & shall be inspected, passed & marked in accordance with the Poultry Products Inspection Regulations and applicable PY announcements.

3.0 PRODUCT DESCRIPTIONS

3.1 The raw ground chicken shall be processed from pure light and dark chicken meat combination

3.2 The raw ground chicken shall not contain any grounded or fragmented chicken bones.

3.3 The raw ground chicken shall not contain any texturized vegetable protein (TVP) or extenders.

3.4 The raw ground chicken fat content shall not exceed 17% by weight.

4.0 PACKAGING

The raw ground chicken shall be packed in individually sealed packages, approximately 10 pounds per package. Packages larger than 15 lbs are not acceptable.

Apple Valley Farms

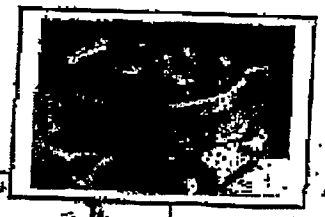
The roots of Apple Valley Farms stretch back to the 1860's – just after the California Gold Rush. Now, four generations later, our family still produces only high-quality USDA approved chicken, beef and pork products.

We are proud to offer our 100% Natural Ground Chicken. It's all chicken - no additives or preservatives. Use it as you would hamburger meat for lowered fat cooking.

Durbin Breckenridge

President, Apple Valley Farms

100% natural Ground Chicken



- ☑ Extremely versatile
- ☑ Multiple uses
- ☑ Perfect for healthcare
- ☑ A low cost alternative to beef
- ☑ Less shrink than hamburger

Serving Suggestions

Ounce per ounce, leaner than most cuts of beef

Use like hamburger.

- with a more neutral taste than ground beef, ground chicken can be adapted to any ethnic dish
- compatible with many spices and flavorings
- a favorite of healthcare.

Use in:

- Chicken Taco Salad
- Chicken Lasagna – using pre-cooked noodles – *quick and easy!*
- Chicken Chili
- lower-fat Meatballs - Ground Beef + Chicken
- Teriyaki-sauced Ground Chicken Bowls
- *healthier* Albondigas Soup made with Chicken + Pork/ Ground Beef
- cook, then chill for the Salad Bar
- Ground Chicken Salad - add mayo, celery, apples and lemon pepper to taste
- Chicken with Curry Sauce over Rice
- Empanada filling

KEEP FROZEN

Item	Pack	Case Weight	Case Size	Servings
S2018	2/10 lbs.	20 lbs.	22 x 10 x 5	80 – 84

Nutrition Facts

Serving Size 112g

Amount Per Serving

Calories 240 — Calories from Fat 120

	% Daily Value*
Total Fat 13g	20%
Saturated Fat 3g	15%
Trans Fat 0g	
Cholesterol 120mg	40%
Sodium 50mg	2%
Total Carbohydrate 0g	0%
Dietary Fiber 0g	0%
Sugars 0g	
Protein 19g	

Calcium 10% — Iron 10%

Not a significant source of Dietary Fiber, Sugars, Vitamin A and Vitamin C.

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

INGREDIENTS: GROUND CHICKEN

SAFE HANDLING INSTRUCTIONS

THIS PRODUCT WAS PREPARED FROM INSPECTED AND PASSED MEAT. RAW FOOD PRODUCTS MAY CONTAIN BACTERIA THAT COULD CAUSE ILLNESS. IF THE PRODUCT IS MISHANDLED OR COOKED INADEQUATELY, YOU WILL PROTECT YOU FOLLOW THESE SAFE HANDLING INSTRUCTIONS.

KEEP REFRIGERATED OR FROZEN. THAW IN REFRIGERATOR OR MICROWAVE.

KEEP RAW MEAT AND POULTRY SEPARATE FROM OTHER FOODS. WASH WORKING SURFACES (INCLUDING CUTTING BOARDS), UTENSILS, AND HANDS AFTER TOUCHING RAW MEAT OR POULTRY.

COOK THOROUGHLY.

KEEP HOT FOODS HOT. REFRIGERATE LEFTOVERS IMMEDIATELY OR DISCARD.

Apple Valley Farms, Fresno, CA 559-485-7115 USDA 6006