



FEBRUARY 2, 2020

PINCO
REQUEST FOR PROPOSAL
PROCESSED PEANUT PRODUCTS
#06/20-21

The Antelope Valley Union High School District, hereinafter called AVUHSD, will accept responses for Processed Commodity Peanut Products as indicated in the attached specifications on behalf of the Partners in Nutrition Cooperative, hereinafter called PINCO.

This package consists of: Responding Requirements, Instructions, Special Conditions, Response Specifications and PINCO “Best Value Point System” Informational Page

Additionally, the following required documents located in the “PINCO Response Part 2” Packet, must be returned in the response with signatures as indicated:

Response Form,
Response Signature Page
Additional Terms & Conditions Page
Policy Memorandum #87-404
Buy American Provision & Declaration
Non-Collusion Affidavit Language
Alcohol Beverage & Tobacco Free Campus Policy
Certificate Drug Free Workplace
Notice to Contractors - Department of Justice Clearance
Certification and Disclosure Statements-Mgmt. Bulletin #98-113
Certificate of Liability Insurance

The AVUHSD reserves the right to make selections of vendor in the best interest of the member districts of PINCO. The AVUHSD reserves the right to award the response all or in part based on performance, serviceability, Best Value Point System score on acceptable product and best overall pricing.

Responses are to be submitted to the Food Service Department no later than **1:00 P.M., Friday, February 21, 2020. For the response to be considered valid you are required to have all of the following information noted on the envelope as directed; response must be submitted in a sealed envelope with the responder’s name & address, response number and name of response listed.** If not presented in person, the above envelope with all the above information must be sent in a separate envelope, sealed, within. No response will be accepted after the noted day and time and will be returned unopened to the responder.

Submit responses to: Antelope Valley Union High School District / PINCO
44809 Beech Ave
Lancaster, CA 93534-3208
Attention: Joe Cook, Director of Food Services

If there are any questions regarding this solicitation, please e-mail Mr. Joe Cook at jcook@avhsd.org.

RESPONSE INSTRUCTIONS

1. **Preparation of Response Form:** The AVUHSD invites responses on the form attached to be submitted at such time and place as is stated in the Call for Responses. Responses must be submitted in ink or typewritten. All blanks in the response form must be appropriately filled in, and all prices must be stated in figures. Responses must be submitted to the Director of Food Services in a sealed envelope with responder's name & address, response number and name of response listed on the outside of the sealed envelope no later than the time and date specified. If not presented in person, the above envelope with all the above information must be sent in a separate envelope, sealed, within. Any response received after the scheduled opening time for receipt of responses will be returned to the responder unopened. Responses shall remain open and valid and subject to acceptance for ninety (90) days after the opening date unless otherwise stipulated.
2. **Signature:** Signature on responses must be in ink to be considered acceptable. All responses must be signed only by an authorized contracting authority of the responding entity. A signature is required in all designated places.
3. **Errors and Corrections:** No erasures are permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing the response.
4. **Withdrawal of Responses:** Responses may be withdrawn by written request, at any time before the scheduled opening time for receipt of responses. Responses cannot be withdrawn or corrected after opening.
5. **Acceptance and Award of Responses:** The AVUHSD reserves the right to select the response which, in its opinion, is in the best interest of the PINCO. The AVUHSD also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all responses, with no explanation by the Board and to waive any irregularity or discrepancy associated with this response.
6. **"PINCO Best Value Point System":** The AVUHSD will use the "Best Value Point System" to award responses. New product samples should be submitted only upon request by PINCO.

RESPONSE SUBMITTAL CHECK OFF LIST

PLEASE MAKE SURE ALL ITEMS FROM THE LIST BELOW ARE COMPLETE AND ACCURATELY FILLED OUT, ALL REQUESTED DOCUMENTS ARE RETURNED WITH THE RESPONSE PACKET. (THIS IS A REQUIREMENT UNDER SPECIAL CONDITIONS #5 FOR A COMPLETE RESPONSE PACKET TO BE CONSIDERED FOR AWARD OF RESPONSES.)

* Signatures Required On the Following Forms in PINCO Response Part 1:

- Response Form
- Response Signature Page
- Additional Terms and Conditions

* Signatures Required On the Following Forms in PINCO Response Part 2:

- Policy Memorandum #87-404 (Document 3 pages)
- Buy American Provision & Declaration (Document 2 pages)
- Non-Collusion Affidavit Language (Document 1 page)
- Alcohol Beverage & Tobacco Free Campus Policy (Document 1 page)
- Certificate Drug Free Workplace (Document 1 page)
- Notice to Contractors - Department of Justice Clearance (Document 1 page)
- Certification and Disclosure Statements-Mgmt. Bulletin #98-113 (Document 10 pages)

* Documents required for a complete Response Packet Submittal:

- CN Label(s), Current Nutritional Information & End Product Data Summary as applicable
- Current Year Specification Sheet, signed and dated - current information
- Written Recall Procedures pursuant to Management Bulletin FDP-03-2014
- Product Ingredients Listing with Allergen Statement

SPECIAL CONDITIONS

1. Agreement Period: This agreement shall be effective July 1, 2020 through June 30, 2021. This agreement, by mutual consent, may be extended for two years, in one year increments until June 30, 2023.

2. USDA and State Compliant Regulations and Recall Notification:
 - (a) Items submitted must comply with California Department of Education's SB80, which includes the following: -Do not contain artificial trans fat. A food item contains artificial trans fat if it contains vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil, unless the manufacturer's documentation or the label required on the food, pursuant to applicable federal and state law, lists the trans fat content as less than 0.5 gram per serving.
-Have not been deep fried, par fried or flash fried in an unpermitted oil or fat as part of the manufacturing process. Prohibited oils and fats include, but are not limited to, palm, coconut, palm kernel, lard, or those typically solid at room temperature and known to negatively impact cardiovascular health. Permitted oils include, but are not limited to, canola, safflower, sunflower, corn, olive, soybean, peanut, or a blend of these oils, or those typically liquid at room temperature and known for their positive cardiovascular benefit.
 - (b) All items submitted must comply with California Department of Education and USDA Nutrition Services requirements on food and beverage products in sponsorship of the National School Lunch Program.
 - (c) Any new or revised USDA and CDE regulations will be included with each additional year extensions of awarded responses. All products must comply to be considered for the extension, at that time. Changes in USDA and CDE regulations may change acceptability of awarded product and additional testing/cutting may be required.
 - (d) USDA regulations and instructions will supersede and be followed for all recalls. All recall notification and expansion of a recall must be notified within twenty-four (24) hours to BOTH the PINCO Warehouse (661-633-2062 or 661-633-2851) in Bakersfield, CA AND to the AVUHSD Food Service Director (661-575-1052 or 661-575-1054) in Lancaster, CA.

3. Prices and Notations: Quote on each item separately. PRICES QUOTED MUST BE NET, INCLUDING ALL TRADE DISCOUNTS. All prices and quotations should be shown in ink or typewritten. State Brand, Unit Price, and Extension for each item on response form. When quoting a commodity processed item, also include the finished and/or cooked yield percentage of the raw commodity or commodities utilized in the finished end product. Errors may be crossed out and corrections made adjacent thereto, but should be initialed in ink by the person signing the response. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.
All items ordered under this agreement shall be delivered F.O.B. to PINCO's designated Warehousing, Bakersfield, California 93301. Additional pricing may be quoted FOB Los Angeles Market area for PINCO trucks to pick up, at the discretion of PINCO.

4. Invoices: Invoices shall be submitted via digital mail or USPS to 3019 16TH Street, Bakersfield, California 93301 and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause a delay in payment. Payment shall be made on partial deliveries accepted by PINCO. Any discounts must be listed on the invoice, terms are net 30.

5. Vendor Specifications: All responses must be accompanied with correct vendor specifications as per attached Policy Memorandum #87-404.

COMMODITY PROCESSED PRODUCT MAY NOT BE CONSIDERED FOR AN AWARD IF THE

FOLLOWING IS NOT INCLUDED WITH THE RESPONSE FORM AND RESPONSE PACKET:

- APPROVED CURRENT YEAR END PRODUCT DATA SCHEDULE
- APPROVED CN LABEL SHEET OR CURRENT YEAR SIGNED, DATED SPEC SHEET
- NUTRITIONAL INFORMATION SHEET
- PRODUCT INGREDIENTS SHEET WITH ALLERGEN STATEMENT
- WHOLE GRAIN DOCUMENT FORMULATION STATEMENT AS APPLICABLE

PURCHASED PRODUCT MAY NOT BE CONSIDERED FOR AN AWARD IF THE FOLLOWING IS NOT INCLUDED WITH THE RESPONSE FORM AND RESPONSE PACKET:

- APPROVED CN LABEL SHEET OR CURRENT YEAR SIGNED, DATED SPEC SHEET
- NUTRITIONAL INFORMATION SHEET
- PRODUCT INGREDIENTS SHEET WITH ALLERGEN STATEMENT
- WHOLE GRAIN DOCUMENT FORMULATION STATEMENT AS APPLICABLE

6. Ability to Supply: Quote prices only if merchandise can be obtained and delivered on specified delivery dates. Item response shall be considered binding. AVUHSD/PINCO shall have the option to collect a default penalty of (a) ten percent (10%) of the response price value of the defaulted items ordered but not delivered as specified, or (b) the difference between the response price value and the cost of identical items obtained by quotation through another vendor. Strikes, Acts of God, and similar causes not under control of the Vendor will be considered exempt from this default provision. This is intended only as a last recourse and not as deterrent to responders. Vendors should confirm their inventories and suppliers before responding.
7. Delivery: All costs for delivery F.O.B. specified locations. Give two sets of prices: (1) F.O.B. PINCO, Bakersfield, California 93301; (2) F.O.B. processor, to be picked up by PINCO's designee. Prices shall include drayage, freight, packing and insurance at the vendor's expense on all items delivered. PINCO shall have the power and authority to reject any and all materials furnished which, in its opinion, are not in strict compliance and conformity with the requirements of the specification or equal in every respect to the response or to the sample submitted by the vendor. All articles so rejected shall be promptly removed from the premises at the vendor's expense. No brand substitutions will be accepted unless written approval is obtained from AVUHSD/PINCO or its authorized representative. It is requested that all items delivered to PINCO be mounted on 40" X 48" hardwood pallets and with a height not to exceed 72". All frozen pallets must have edge boards on all four (4) corners. Pallet exchange is available.

FLOOR LOADED DELIVERIES WILL NOT BE ACCEPTED.

ALL OTHER DELIVERIES REQUIRE MINIMUM 24 HOURS NOTICE PRIOR TO DELIVERY. DELIVERIES WITH NO DOCK TIMES WILL BE REFUSED. The receiving hours of PINCO for all incoming freight are MONDAY THROUGH FRIDAY, 8:00 A.M. TO 11:00 A.M. AND 1:00 P.M. TO 2:00 P.M. CLOSED ALL AVUHSD AND SCHEDULED SCHOOL HOLIDAYS.

Dock times can be arranged by contacting:

INBOUND RECEIVING
PINCO Warehouse
(661) 633-2851 and FAX # (661) 633-2658

8. Inspection and Acceptance: Inspection and acceptance of all items shall be at destination. Items found to be not in accordance with the response specifications shall be replaced by the Vendor at no cost to the participating school districts. Failure to replace items not meeting the response specifications shall be considered sufficient cause for default action under the DEFAULT provision of the Agreement.

9. Default: In case of default by vendor, vendor hereby agrees that AVUHSD may procure the articles or services from other sources. AVUHSD/PINCO may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement. Remedies for default shall include, but not be limited to the above, and Vendor shall be liable for any differences in cost between agreed price and price paid to an alternate Vendor, including expenses incurred to make alternate purchases. Should AVUHSD/PINCO bring suit against defaulter and prevail in such action, defaulter shall pay all reasonable attorney fees and other expenses for such litigation.
10. Warranty: The Vendor agrees that all items furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor provides any customer for such items, and that the rights and remedies provided therein are in addition to any other provision of this Agreement.
11. Award of response: AVUHSD on behalf of PINCO reserves the right to award or reject responses on each item separately, as a group of similar items, or as a whole with no explanation by the Board; or waive any irregularity or discrepancy associated with this response.
12. Quantities per delivery site: Please give minimum quantities for one delivery drop. All minimums must be listed, if not listed, no minimum will be considered. Minimums may be expressed in the terms of number of cases of combined items, minimum weight per drop, or minimum dollar value per drop. If minimum quantities are not a condition of response pricing, please state. Minimums are included in the criteria for awarding of response in the Best Value Point System.
13. Quantities: Quantities are historical figures only. Inclusion on the Response Form does not necessarily constitute an offer to buy.
14. California Made Materials: In awarding responses AVUHSD/PINCO shall comply with the provisions of Section 4330 to 4334, Government Code of the State of California.
15. Buy American Provision: PINCO participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 CFR, sections 210.21(d) and 220.16(d). The respondent must:

Submit certification statements for all processed agricultural products. The respondent must provide written documentation to the PINCO at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR

Request PINCO approval prior to delivering a nondomestic agricultural commodity or product. If the respondent cannot comply with #1 above, the respondent must notify the PINCO in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:

- a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product.
- b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the

two allowable exceptions.

PINCO's cost threshold for an allowable exception in use of non-domestic products is 25%.

- c) A list of alternative domestic substitutes for the PINCO to consider for delivery instead of the nondomestic agricultural product.

15. Assignment of Contract: The successful responder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the obligation to perform the contract or any rights accruing there under or any power to execute the same without prior consent in writing from AVUHSD/PINCO. Notice is hereby given that AVUHSD/PINCO will not honor any assignment made by the Vendor unless consent in writing, as indicated above, has been given.

16. Hold Harmless Clause: The supplier shall hold harmless and indemnify AVUHSD/PINCO, its Member Districts and the Lead District, their officers and employees, from every claim, demand, suit and award which may be made by reason of:

(a) Any injury to person or property sustained by the supplier or by any person, firm or corporation, employed directly or indirectly by him upon, or in connection with his performance under the contract, however caused;

(b) Any injury to person or property sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the supplier or any person, firm, or corporation, directly or indirectly employed by him upon, or in connection with his performance under the contract; and

(c) Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process, or patented or unpatented invention in the performance of the services called for under the contract.

The supplier, at his own expense and risk, shall defend any legal proceeding that may be brought against AVUHSD/PINCO, its Member Districts and the Lead District, their officers and employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

17. Termination Clause: Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

18. Equal Opportunity Employment Act of 1975: The AVUHSD/PINCO policy is in firm support of the provisions of the Equal Opportunity Act of 1975. The AVUHSD, therefore, must be assured by the successful Vendor in this response that he is an equal opportunity employer according to the provisions of the Act.

19. Age and Conditions of Items: Stocks shall be fresh and sound and must have 75% or more shelf life left on all products to be accepted.

All products shall be prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, and free from decay, discoloration, or foreign matter. Containers to be sound, clean, sturdy, and sealed. Opened or damaged packages will not be accepted. Cases must have sturdy packaging that is adequate to palletize.

NON-SUBSTITUTABLE USDA COMMODITIES ISSUED TO AWARDED PROCESSORS FOR THE PRODUCTION OF FINISHED END PRODUCTS FOR THIS RESPONSE WILL NOT BE CO-MINGLED WITH LIKE USDA COMMODITIES FROM OTHER STATES OR UNLIKE LOTS FROM OTHER SCHOOL AGENCIES IN THE STATE OF CALIFORNIA. ONLY NON-SUBSTITUTABLE USDA COMMODITIES OF LIKE LOT NUMBERS WILL BE ALLOWED TO BE CO-MINGLED. PROCESSOR GRADERS WILL BE REQUIRED TO ISSUE CERTIFICATION THAT LOT NUMBERS ISSUED TO AVUHSD/PINCO WERE USED IN THE CREATION OF FINISHED END PRODUCT FOR THIS RESPONSE. IN ABSENCE OF GRADER ASSURANCES, THE DEFAULT PROVISIONS OF THIS RESPONSE WILL PREVAIL. ALL FROZEN FOODS ARE TO BE DELIVERED HARD FROZEN AT 0 DEGREES F. OR BELOW. PARTIALLY THAWED GOODS WILL BE REJECTED.

Packages are to have uniform identifying codes stamped on the top or ends. In addition, this same uniform code may be stamped on the side of shipping containers. Brand, item code, and count is to be clearly identified on master cases and boxes within master cases. Container marking specifications are as follows:

1. All product numbers must be clearly legible. Numerical markings must be at least 3/4" high to denote proper product code for warehouse personnel. Product codes marked on carton strap tape is not acceptable.
2. Labels on finished cases must clearly distinguish processed finished end products from purchased equivalent products. By using either:
 - (a) Separate and different product code numbers.
 - (b) Different colored labels denoting purchased vs. commodity processed on a consistent basis.
 - (c) Different pack and box denoting purchased vs. commodity processed.
 - (d) Any combination of above.
3. Labels on all products must contain the Company Name, Product Description, Product Code Number, and any ingredient items used in production of the product in legible print. THIS IS THE MINIMUM ACCEPTABLE. THIS DOES NOT INCLUDE LABEL INFORMATION THAT IS REQUIRED IN PRODUCING FINISHED END PRODUCTS FROM USDA COMMODITIES.
4. Samples of labels which are to be used may be required from companies which have previously used labels which did not conform to PINCO's specifications and requirements.
5. All products with labels not meeting approved specifications will be refused at receipt by the PINCO Distribution Center and the Default Provision will be enforced.
6. No mixed product pallet loads will be accepted at the PINCO Distribution Center. Products shipped must be separated by the product codes.

20. Acting Agent: THE ITEMS COVERED BY THIS RESPONSE, ARE BEING RESPONSE BY THE AVUHSD ACTING AS THE AGENT FOR THE 39 SCHOOL DISTRICTS THAT FORM THE PINCO COOPERATIVE PURCHASING GROUP.

THE QUANTITIES GIVEN ARE HISTORICAL FIGURES ONLY. THE DECISIONS OF AVUHSD/PINCO WILL BE PRESENTED TO THE GOVERNING BOARD OF THE AVUHSD AT THEIR MEETING SCHEDULED FOR **T.B.D AT 7:00 P.M.**

APPROXIMATE USAGE WILL BE FOR 26,372,427 TOTAL LUNCHESES SERVED (TLS) IN THE NATIONAL SCHOOL LUNCH PROGRAM. USAGE WILL BE FOR THE 39 PINCO MEMBER SCHOOL DISTRICTS. THE USAGE WILL VARY DEPENDING ON PRICING AND VOLUME AT THE TIME THE RESPONSE IS SUBMITTED.

21. Insurance Requirements: The supplier shall maintain insurance adequate to protect him from claims under Workers' Compensations Acts, and from claims for damages for personal injury, including death, and damage to property, General Liability and Automobile which may arise from operations under the contract. The supplier shall submit an original signed certificate to the Partners in Nutrition Cooperative and may be required to file with the Districts certificates of such insurance. Failure to furnish such evidence, if required, may be considered default of the supplier. A sample certificate is attached.

ADDITIONAL TERMS AND CONDITIONS

REQUIRED SIGNATURE PAGE

1. Responders shall indicate the guaranteed lead time, with a maximum of two (2) weeks, for delivery of product, defined as time from receipt of order until goods are available for dispatch from the point of origin. If no lead time required, please indicate.
Responders are requested to state realistic lead times since PINCO will monitor and measure performance in comparison with guaranteed minimum lead time indicated in this response.

Required Information: Manual Signature in Ink

Date

2. Responders shall indicate all order placement requirements including:
- Minimum weight and/or case quantity requirements for individual items and total order
 - Quantity restrictions, such as, full pallet, half pallet, even layers
 - If no requirements, please indicate.

Required Information: Manual Signature in Ink

Date