February 10, 2019

REQUEST FOR PROPOSALS
PROCESSED COMMODITY EGG PRODUCTS
RFP #02/19-20

The Antelope Valley Union High School District, hereinafter called AVUHSD, will accept responses for USDA Bulk Fruit for Process 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
"PINCO Best Value Point System" Informational Page
Required Signatures on the following forms:
PINCO Buy American Declaration, Response Form,
Response Signature Page and Additional Terms & Conditions

With the following required documents in the "PINCO Response Part 2" Packet, with required signatures:

Policy Memorandum #87-404
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

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 **1:00P.M., Tuesday, March 5, 2019. 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. If there are any questions regarding this solicitation, please e-mail Mr. Joe Cook at jcook@avhsd.org.

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

Sincerely,

Joe Cook
Director of Food Services/PINCO Chairman

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. **"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
____ PINCO Buy American Declaration

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

____ Policy Memorandum #87-404 (Document 3 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, if available
____ Current Year Specification Sheet, signed and dated - current information
____ Nutritional Information – current
____ Product Ingredients Listing with Allergen Statement
____ All Commodities need Current Year Approved End Product Data Schedule
____ Whole Grain Document Formulation Statement As Applicable

SPECIAL CONDITIONS

1. Agreement Period: This agreement shall be effective July 1, 2019 through June 30, 2020. This agreement, by mutual consent, may be extended in one year increments until June 30, 2022.

2. USDA and State Compliant Regulations and Recall Notification:
(a) 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.

(b) 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.
Foods cannot be 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.

(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 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 Clause: Pursuant to USDA SP 38-2017, preference to United States-grown produce and United States-processed foods will be given when economically feasible. For purposes of this section, the determination of "economically feasible" shall be made by the purchasing Agency or its designee.

16. 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 nay 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.

17. 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 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.

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. The PINCO Distribution Center will only accept pallet loads separated by product codes.

20. Acting Agent: THE ITEMS COVERED BY THIS RESPONSE ARE RECEIVED AND PROCESSED BY THE AVUHSD ACTING AS THE AGENT FOR THE 37 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 **April 25, 2019 AT 7:00 P.M.**

APPROXIMATE USAGE WILL BE FOR 23,717,000 TOTAL LUNCHES SERVED (TLS) IN THE NATIONAL SCHOOL LUNCH PROGRAM. USAGE WILL BE FOR THE 38 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Agent Name
Agent Address

CONTACT NAME: Agent Name
PHONE (A/C, No, Ext): Agent Number
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Mutual Fire Ins	23779
INSURER B: AMCO Insurance Co/ALLIED	19100
INSURER C: American Fire & Casualty	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Insured Name/DBA
Insured Address

COVERAGES — CERTIFICATE NUMBER: CL13102120765 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC			Policy Number	11/1/2013	11/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [X] PHYS DAMAGE			Policy Number	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP & COLL DEDUCTIBLE	$ 1,000,000 $ $ $ $ 1,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			Policy Number	11/1/2013	11/1/2014	EACH OCCURRENCE AGGREGATE RETENTION	$ 10,000,000 $ 10,000,000 $ NONE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C A	EXCESS LIABILITY CRIME COVERAGE			Policy Number	11/1/2013 11/1/2013	11/1/2014 11/1/2014	LIMIT: EMPLOYEE DISHONESTY:	$3,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is included as Additional Insured/Vendor under the General Liability

CERTIFICATE HOLDER

Antelope Valley/PINCO
44809 Beech Ave.
Lancaster, CA 93534

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Agent Signature

Sample

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PINCO Best Value Point System

The AVUHSD has chosen to implement the Best Value scoring method to make awards. The following scoring system will be used in determining which of the three lowest responders will most closely meet the best interests of PINCO. Of the five criteria, there is a possible total score of 100 points.

1. Cost:

Lowest cost may be based on individual line items or may be determined by total cost of all line items response multiplied by total anticipated usage for each item.

Rated Best – 50 points
Rated 2nd Best – 40 points
Rated 3rd Best – 30 points

2. Flavor & Quality:

Scoring is based on samplings and viewings from past food shows and/or requests for samples. These ratings will be the opinions of attending PINCO members at the response award meeting.

Lowest Responder – 30 points
Second Lowest – 20 points
Third Lowest – 10 points

3. Past Performance & Reliability:

Orders are considered late if requested lead time was given at time order was placed but product either fails to arrive at the PINCO warehouse within 3 business days of stated delivery date or is not ready for a pre-determined pick-up by PINCO's trucking company.

Vendors which have prior PINCO experience:

If less than 15% of orders received throughout the school year were either late, short of product or contained an unacceptable amount of damaged/compromised product – 10 points
If 15%-29% of orders received throughout the school year were either late, short of product or contained an unacceptable amount of damaged/compromised product – 5 points
If 30% or more of orders received throughout the school year were either late, short of product or contained an unacceptable amount of damaged/compromised product – 0 points

Vendors which have no prior PINCO experience:

Will be given a score of 5 points

4. Reasonable Minimums & Lead Times:

If PINCO feels the minimum requirements and lead times will be acceptable for the item(s) being response – 10 points
If PINCO feels the minimum requirements and lead times will not be acceptable for the item(s) being response – 0 points

PINCO BUY AMERICAN PROVISION DECLARATION

Prospective Vendor,

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998, (Public Law 105336), requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. Substantially is defined as over 51% of the final processed product consists of agricultural commodities that were grown domestically. Please complete the following information in order to certify that your items comply with the Buy American Provision. If you are not able to certify the information below, your product will not be considered by PINCO. Any decisions to accept product that does not meet the Buy American Provision shall be at the discretion PINCO.

We _____ (Manufacturer's Name), certify that our product(s) has at least 51 % US content.

Please list all product(s) manufactured for NSLP sponsorship that does not comply with the Buy American Provision:

Product Description	Manufacturer Code #	Country of Origin
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach Certificate of Origin documentation for all product(s) that does not comply with the Buy American Provision.

Manufacturer Representative

By: _____

Name: _____

Title: _____

Date: _____

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RESPONSES DUE TUESDAY, MARCH 5, 2019

1:00PM

RESPONSE SIGNATURE PAGE - REQUIRED

VENDOR: _____

THE UNDERSIGNED HEREBY PROPOSES AND AGREES TO FURNISH AND DELIVER THE GOODS OR SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS, SPECIFICATIONS AND PRICES HEREIN QUOTED.

TERMS: _____% _____DAYS

FIRM NAME _____ PHONE _____

_____

ADDRESS CITY STATE ZIP CODE

EMAIL ADDRESS: _____

BY: _____

MANUAL SIGNATURE IN INK **TYPEWRITTEN NAME**

TITLE/POSITION _____

RESPONSE NOT ACCEPTABLE UNLESS SIGNED BY AN AUTHORIZED OFFICER OF THE COMPANY.

DO NOT USE PENCIL. ERASURES OR STRIKE OVERS WILL NOT BE ACCEPTED.

SIGNED SPECIFICATION AND NUTRITIONAL INFORMATION SHEETS WITH CURRENT DATE MUST ACCOMPANY THE RESPONSE.

RFP #02-19/20

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