

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 **Withdrawal of Responses:** Responses may be withdrawn by written request, at any time before the scheduled opening time for receipt of responses. Responses cannot be withdrawn or corrected after opening.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
 - 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, 2018 through June 30, 2019. This agreement, by mutual consent, may be extended in one year increments until June 30, 2021.

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 America Clause: Pursuant to California Public Contract Code Section 3410, a 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 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.

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. 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 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 04, 2018 AT 5:00 P.M.**

APPROXIMATE USAGE WILL BE FOR 26,049,250 TOTAL LUNCHES SERVED (TLS) IN THE NATIONAL SCHOOL LUNCH PROGRAM. USAGE WILL BE FOR THE 37 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.):	
INSURED Insured Name/DBA Insured Address	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:	

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	ADDITIONAL INSR. BY/VD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Policy Number	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> PHYS DAMAGE	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP & COLL DUCTIBLE \$ 1,000
	B UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED. RETENTION \$ Policy Number 11/1/2013 11/1/2014 EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 RETENTION \$ NONE					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.		Y/N <input type="checkbox"/> N/A				WC STATU TORY LIMITS OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	EXCESS LIABILITY		Policy Number	11/1/2013	11/1/2014	LIMIT: \$3,000,000
A	CRIME COVERAGE		Policy Number	11/1/2013	11/1/2014	EMPLOYEE DISHONESTY: \$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	CANCELLATION
Antelope Valley/PINCO 44809 Beech Ave. Lancaster, CA 93534	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

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 bidders will most closely meet the best interests of PINCO. Of the five criteria, there is a possible total score of 100 points.

1. 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 Cooperative members at the response award meeting.

Rated Best – 40 points

Rated 2nd Best – 30 points

Rated 3rd Best – 20 points

2. 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.

Lowest – 30 points

Second Lowest – 15 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 predetermined pick-up by PINCO's trucking company.

Vendors which have prior PINCO experience:

If less than 20% of orders received throughout the previous 12 months were either late, short of product or contained an unacceptable amount of damaged/compromised product – 10 points

If more than 20% of orders received throughout the previous 12 months were either late, short of product or contained an unacceptable amount of damaged/compromised product – 0 points

Vendors which have no prior PINCO experience over the previous 12 months:

Will be given a score of 5 points

4. Reasonable Minimums, Lead Times & Points of Consideration:

PINCO will award up to 15 points regarding acceptable minimum requirements, lead times and additional points of consideration, including but not limited to: vendor ability to respond to multiple items on the RFP, early payment discounts, and geographical preferences.

5. Provided Documentation:

(See "Bid Submittal Check Off List" under Bid Instructions)

If documentation provided with bid is complete and current
– 5 points

If no documentation is provided with bid or documentation is out dated
– 0 points

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT
44809 BEECH AVE.
LANCASTER, CA. 93534-3208**

Specifications: FROZEN CHEESE ITEMS, COMMODITY AND PURCHASED - RFP #01/18-19

The following cheese items are to be bid as commodity and/or purchased. Commodity items will use cheese #100022, #100042, #110254 or equivalent (must specify). This bid is not exclusive to commodity processed items only. AVUHSD/PINCO will determine which items will be awarded as commodity or purchased. All items must contain no artificial trans fats. Items listed as whole grain must contain a minimum 51% whole grains. All items must follow any current, revised, or new USDA and CDE regulations and policies throughout the bid period. Please list your products similar to the following items specified in the description of the like item with the correct product number.

DO NOT CHANGE THE LINE NUMBER OF ITEMS LISTED ON THE PINCO RESPONSE FORM.

PRE-BAKED PIZZA, BREAKFAST PIZZA, ITALIAN STYLE AND BREAD CHEESE PRODUCTS :

Frozen, pre-baked pizzas, bread products and Italian Style entrées using mozzarella cheese, adhering to Child Nutrition Meal Pattern requirements for breakfast or lunch. Individual portions must be consistent in size. Ingredient items shall be uniformly spread across product and not clumped.

1. 3” Round Cheese Sliders, Whole Grain, 2-pack, IW (Ardella’s #90633 or equal)
2. 3x7 Cheese Longboard Flatbread, Whole Grain, Bulk (Ardella’s #90409 or equal)
3. 3x7 Cheese Longboard Flatbread, Whole Grain, IW (Ardella’s #90410 or equal)
4. Cheese Pizza 12” Round, Whole Grain, Bulk (Ardella’s #90703 or equal)
5. Cheese Pizza, 16” Round, Whole Grain Bulk (Schwan’s #78637 or equal)
6. French Bread Pizza, Cheese, 7”, Whole Grain, Bulk (Ardella’s #90164 or equal)
7. Deep Dish Cheese Pizza, 5”, Whole Grain, Bulk (Schwan’s #78368 or equal)
8. French Bread Garlic, 6”, Whole Grain, IW (Schwan’s #78361 or equal)
9. 4” Round Pepperoni Pizza, Whole Grain, IW (Schwan’s #78367 or equal)
10. 8” Sicilian Wedge Double Crust, Whole Grain, IW (Ardella’s #90192 or equal)
11. 4x6 Cheese Pizza, Whole Grain, IW (Ardella’s #90245 or equal)
12. 4x6 Cheese Pizza, Whole Grain, Bulk (Schwan’s #78697 or equal)
13. Stuffed Crust Turkey Pepperoni Pizza, Whole Grain, Bulk (Schwan’s #78648 or equal)
14. Cheese Breadsticks Bites, Whole Grain, Bulk (Wild Mike’s #11003 or equal)
15. Cheese Breadsticks, Whole Grain, Bulk (Wild Mike’s #11001 or equal)
16. Cheese Breadsticks, Whole Grain, IW (Wild Mike’s #11002 or equal)
17. Cheesy Cheese Wheels, Whole Grain, Bulk (The Popcorn Man #CCW1 or equal)
18. 3x4 Breakfast Biscuit with Sausage, Whole Grain, Bulk (Ardella’s #90625 or equal)
19. Breakfast Bagel, Cheese, Whole Grain, Bulk (Ardella’s #80134 or equal)
20. Breakfast Bagel, Cheese, Whole Grain, IW (Ardella’s #80135 or equal)
21. Pepperoni Pizzarrito, Whole Grain, IW (Ardella’s #80149 or equal)
22. Chicken Sausage Pizzarrito, Whole Grain, IW (Ardella’s #80154 or equal)
23. Stuffed Turkey Pepperoni Sandwich, Whole Grain, IW (Schwan’s #78377 or equal)
24. Grilled Cheese, Reduced Fat, Whole Grain, IW (Integrated #107000 or equal)
25. Cheese Lasagna Rollup, Whole Grain, Bulk (Tasty Brands #00801WG or equal)
26. Cheese Stuffed Shells, Whole Grain, Bulk (Tasty Brands #00803WG or equal)

FROZEN MEXICAN STYLE ENTRÉE CHEESE ITEMS:

Frozen, Mexican style breakfast and lunch entrée items, using mozzarella or cheddar cheese, adhering to Child Nutrition Meal Pattern requirements for breakfast or lunch.

27. Bean & Cheese Burrito, 3.95 oz, Whole Grain, IW (Los Cabos #61300 or equal)
28. Bean & Cheese Burrito, 5.2 oz, Whole Grain, IW (Los Cabos #71662 or equal)
29. Bean & Cheese Burrito, 5.2 oz, Whole Grain, Bulk (Los Cabos #67576 or equal)
30. Cheese & Bean Red Chili Burrito, 5.0 oz, Whole Grain, IW (Fernando's #5826 or equal)
31. Breakfast Egg, Cheese, Turkey Sausage Burrito, 2.5 oz, Whole Grain, IW (Los Cabos #97887 or equal)
32. Breakfast Cheese, Egg, Salsa Burrito, 3.75 oz, Whole Grain, IW (Los Cabos #98334 or equal)
33. Egg & Cheese Taco with Green Chile, 2.75 oz, Whole Grain, IW (Michael B's #BTC23W or equal)
34. Breakfast Taco, Egg & Cheese, 3.0 oz, Whole Grain, IW (Michael B's #BTC23W or equal)
35. Enchilada, Reduced Fat Cheddar Cheese, 2.0 oz, Whole Grain, Bulk (Los Cabos #64143 or equal)
36. Enchilada, Pepper Jack Cheese, 2.0 oz, Whole Grain, Bulk (Los Cabos #64150 or equal)
37. Flauquito, Anaheim Chile & Cheese, 5.16 oz, Whole Grain, IW (Michael B's #FT020 or equal)
38. Quesadilla, Cheese & Green Chile, 2.2 oz., Whole Grain, IW (Los Cabos #43107 or equal)
39. Quesadilla, Cheese & Green Chile, 4.4 oz., Whole Grain, IW (Los Cabos #45227 or equal)
40. Quesadilla, Chicken, Cheese & Green Chile, 4.45 oz, Whole Grain, IW (Los Cabos #43560 or equal)
41. Taco Chalupa, Beef & Cheese, 3.11 oz, Whole Grain, IW (Integrated #826051 or equal)
42. Turkey Taco Pocket with Cheese, 4.5 oz, Whole Grain, IW (Bell Tasty #TACONADA2B12W or equal)
43. Turkey BBQ Pocket with Cheese, 4.5 oz, Whole Grain, IW (Bell Tasty #BBQNADA2B12W or equal)
44. Bean, Cheese & Salsa Verde Mexi-Pocket, 6.0 oz, Whole Grain, IW (Dos Rojos #BCP-600W or equal)
45. Cheese & Poblano Wrap, 2.81 oz, Whole Grain, IW (Fernando's #5866 or equal)

- ALL PRODUCTS MUST PASS THROUGH A METAL DETECTOR BEFORE PACKING.
- THE PINCO BID FORM MUST BE FILLED OUT COMPLETELY AND SIGNED.
- PRICE AND YIELD SHEETS WILL NOT BE CONSIDERED ANSWER SHEETS OR BID FORM.
- All items must be accompanied by the appropriate CN Label OR current nutritional spec sheets with ingredients, food pattern equivalent, and current date and signature.

Case Usage is historical usage from 7/1/2017 – 1/30/2018. No forecasted usage is listed.

	End Product Description	17/18 Case Usage	Mfg. Brand	Mfg. Code	Serv. Size	Serving per Case	USDA Comm. Used to Proc.	Gross Price / per cs.	Cheese Discount	Commodity Net Pricing FOB Bakersfield	Commodity Net Pricing FOB Processor	Non-Commodity Net Pricing FOB Bakersfield	Non-Commodity Net Pricing FOB Processor
43	Turkey BBQ Pocket with Cheese, 4.5 oz, WG, IW	1,660											
44	Bean, Cheese & Salsa Verde Mexi-Pocket, 6.0 oz, WG, IW												
45	Cheese & Poblano Wrap, 2.81 oz, WG, IW												

DO NOT CHANGE THE LINE NUMBER OF ITEMS LISTED ON THE PINCO RESPONSE FORM

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.

Please list any additional terms and cash discounts here _____

Required Information: Printed or Typed Name & Title

Required Information: Bidder's Manual Signature in Ink

PINCO RFP #01/18-19
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



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

Signature: _____

Name: _____

Title: _____

Date: _____