



FEBRUARY 14, 2021
PINCO
REQUEST FOR PROPOSAL
NON-FOOD PAPER AND PACKAGING PRODUCTS
RFP #06/21-22

The Antelope Valley Union High School District, hereinafter called AVUHSD, will accept responses for Purchased Non-Food Packaging 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:

Product Response Form,
Response Signature Page
Additional Terms & Conditions Page
PINCO Reference Check Form
Policy Memorandum #87-404
PINCO 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

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., Tuesday, March 9, 2021. 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).

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

_____	Response Form (Product List)	
_____	Response Signature Page	(Document, 1 Page)
_____	Additional Terms and Conditions	(Document, 1 Page)
_____	Policy Memorandum #87-404	(Document, 3 pages)
_____	PINCO 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)

* Required Documents for Response (Current):

_____	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(s)
_____	Current Year Approved End Product Data Schedule (USDA Foods)
_____	Complete & Current Client List including Contact Information (Agent/Designee, Email, Phone)

SPECIAL CONDITIONS

1. Agreement Period: This agreement shall be effective July 1, 2021 through June 30, 2022. This agreement, by mutual consent, may be extended in two, one-year increments until June 30, 2024.

2. 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 bid form. Errors may be crossed out and corrections made adjacent thereto, but should be initialed in ink by the person signing the bid. 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.

Please give pricing for the following two (2) options:

A. All items ordered under this agreement shall be delivered direct to the individual PINCO Member Districts, as listed below, who have directly ordered the product via online or fax. Prices will be quoted as delivered in one drop directly to the individual Member District.

If PINCO pre-approves a small selection of the Member Districts **listed below**, and the bid is so awarded, to receive direct deliveries to the PINCO Warehouse, 3019 16th Street, Bakersfield, California 93301. All orders for these select districts will be placed by the respective district; directly invoiced to the respective district; product will be palletized individually for the district. Any issues will be between the awarded bidder and the respective district directly. Prices will be quoted as delivered in the one drop pricing structure.

B. All items ordered under this portion of the agreement shall have multiple site to site deliveries within their District, from the **above list**. The PINCO Member District has placed the order via online or fax, for the multiple drops, with the understanding there will be a minimum order required per drop and prices will be quoted as such.

Please list pricing for Option A one drop per District; and Option B multiple drops within a District and the required minimum per drop within the District.

PINCO MEMBER DISTRICTS 2021-2022

Acton-Agua Dulce U.S.D.	Alisal U.E.S.D.	Antelope Valley U.H.S.D.	Arvin E.S.D.
Bakersfield City S.D.	Beardsley E.S.D.	Big Pine U.S.D.	Bishop U.S.D.
Delano Joint U.H.S.D.	Earlimart E.S.D.	Eastside U.S.D.	Edison S.D.
El Tejon U.S.D.	Keppel S.D.	Kernville S.D.	Lamont S.D.
Lancaster S.D.	Lone Pine S.D.	Lost Hills S.D.	McFarland U.S.D.
Mojave U.S.D.	Norris S.D.	Palmdale S.D.	Panama B.V.S.D.
Richland S.D.	South Fork U. S.D.	Standard S.D.	Taft City S.D.
Taft UHSD	Tehachapi S.D.	Vineland S.D.	Westside S.D.
	Wilsona S.D.		

sites marked with an asterisk () may be cross-docked at the PINCO Service Center, located at 3019 16th Street, Bakersfield CA 93301. Appointment required (661) 633-2851

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3. Invoices: Invoices shall be submitted to applicable School Districts utilizing this service 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. Terms are net 30. Each individual PINCO Member District is responsible for their respective payment with no invoicing going through the PINCO Warehouse.

4. Ability to Supply: Quote prices only if merchandise can be obtained and delivered on specified delivery dates. Item bid shall be considered binding. AVUHSD/PINCO shall have the option to collect a default penalty of (a) ten percent (10%) of the bid price value of the defaulted items ordered but not delivered as specified, or (b) the difference between the bid 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 bidders. Vendors should confirm their inventories and suppliers before bidding.

5. Delivery: All costs for delivery F.O.B. specified locations. 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 bid 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.

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

7. Default: Any school district 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 district(s) bring suit against defaulter and prevail in such action, defaulter shall pay all reasonable attorney fees and other expenses for such litigation.

8. 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 herein are in addition to any other provision of this Agreement.

9. Award of bid: AVUHSD on behalf of PINCO reserves the right to award or reject bids 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 bid.

10. Quantities per delivery site: Please give minimum quantities for both Option A one delivery drop per District and Option B for site to site deliveries per a District. A minimum for deliveries may only be required for one of the options and not both, but must be specified. 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.

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If minimum quantities are not a condition of bid pricing, please state. Minimums for Option A. one delivery drop are included in the criteria for awarding of bid in the Best Value Point System. Option B. for site to site deliveries, minimums will not be scored in the Best Value Point System.

11. Quantities: Quantities are historical figures only. Inclusion on the Bid Form does not necessarily constitute an offer to buy.

12. California Made Materials: In awarding bids AVUHSD/PINCO shall comply with the provisions of Section 4330 to 4334, Government Code of the State of California.

13. Assignment of Contract: The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the obligation to perform the contract or any rights accruing thereunder 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.

14. 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 uncopied 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 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.

15. 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 District, therefore, must be assured by the successful Vendor in this bid that he is an equal opportunity employer according to the provisions of the Act.

16. Age and Conditions of Items: Stocks shall be fresh and sound, 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.

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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 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 on carton strap tape is not acceptable.
2. 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. THERE WILL BE NO EXCEPTIONS.
3. 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.
4. All products with labels not meeting approved specifications will be refused at receipt by the PINCO School Districts and the Default Provision will be enforced.
16. Acting Agent: THE ITEMS COVERED BY THIS BID, ARE BEING BID BY THE AVUHSD ACTING AS THE AGENT FOR THE 37 SCHOOL DISTRICTS THAT FORM THE PINCO COOPERATIVE PURCHASING GROUP.

THE QUANTITIES GIVEN ARE ESTIMATES ONLY AND DOES NOT CONSTITUTE AN OFFER TO BUY. THE DECISIONS OF THE AVUHSD/PINCO WILL BE PRESENTED TO THE GOVERNING BOARD OF THE AVUHSD AT THEIR MEETING SCHEDULED FOR **APRIL 21, 2021.**

APPROXIMATE USAGE WILL BE FOR 21,904,224 TOTAL LUNCHESES SERVED (TLS) IN THE NATIONAL SCHOOL LUNCH PROGRAM. USAGE WILL BE FOR THE 33 PINCO MEMBER SCHOOL DISTRICTS. THE USAGE WILL VARY DEPENDING ON PRICING AND VOLUME AT THE TIME THE BID IS SUBMITTED.

17. Insurance Requirements: The supplier shall maintain insurance adequate to protect him from claims under Workers' Compensation 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.