



### Agenda Item Details

Meeting	Jun 12, 2023 - Regular Board Meeting and PINCO Meeting
Category	3. PINCO Meeting
Subject	H. Approval of PINCO RFP #06/23-24 - Purchased Food Products Delivered Direct To PINCO Member Sites.
Access	Public
Type	Action
Recommended Action	It is recommended that the Board of Trustees authorize PINCO to enter into an agreement with Sysco Foods of Ventura, as stated.

### Public Content

#### Submitted by

Joseph Cook, PINCO President

#### Summary Statement:

PINCO conducts open solicitations on behalf of its membership to secure competitive pricing and terms on products not distributed directly through PINCO. PINCO RFP #06/23-24 - Purchased Food Products Delivered Direct to PINCO Member Sites is a very important agreement for the Co-Operative by providing quality ingredients critical in the fresh preparation of student meals.

Based on PINCO's Best Value Scoring Matrix, Sysco Foods of Ventura proved to be the most responsive bidder to the solicitation's terms in offering an extremely competitive fixed pricing and service schedule. Through additional negotiation, the vendor agreed not to increase per-site case minimum as in the current agreement, a big advantage to Districts with smaller school enrollment and/or storage capacity.

#### Budget Implications:

None. Each PINCO District is required to establish its own financial arrangement with Sysco Foods of Ventura and is responsible for adhering to the vendor's terms related to the company's client responsibilities.

#### Recommended Action:

It is recommended that the Board of Trustees authorize PINCO to enter into an agreement with Sysco Foods of Ventura, as stated.

[06-12-23 - Sysco Addtl Terms.pdf \(95 KB\)](#)

## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July 2023, by and between the Partners in Nutrition Cooperative, hereinafter called PINCO and Sysco Ventura hereinafter called the Vendor for RFP #06/23-24.

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Notice to Respondent, the Information to Respondents, the Accepted Request for Proposal, the General Specifications and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of PINCO and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.
  2. **SERVICES, MATERIALS AND SUPPLIES:** The vendor agrees to furnish the service or services, the item or items of the stated bids listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in the strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Member districts shall not be responsible for the care or protection of any property, material or parts ordered against said contract before the date of delivery to the respective district. It is understood by the Vendor that all items will be promptly delivered to PINCO.
  3. **PAYMENTS:** The Vendor shall submit an itemized invoice in duplicate of product at the delivery point and at the time the delivery is made. PINCO shall pay Vendor the full amount of each invoice within thirty (30) day of receipt. Vendor shall furnish PINCO with a recap of items upon request.
  4. **TERMINATION FOR DEFAULT:** If said Vendor fails or neglects to supply or deliver any of said goods, articles or services at the prices named and at the times and places above stated, PINCO may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.
- The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to PINCO.
5. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** PINCO may terminate this Agreement at any time by giving the Vendor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods satisfactorily rendered prior to the effective date of said termination, Vendor shall be entitled to no further compensation or payment of any type from PINCO.
  6. **PINCO'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** PINCO may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and PINCO may apply such withheld amount to the payment of such claims, in its discretion.
  7. **ACCEPTANCE OF SPONSORSHIP:** During the effective dates of signed Agreement, Vendor is required to comply with all line items specific to original award in PINCO's compliance with USDA Commodity Management Policies and Member District's sponsorship of the National School Lunch Program. PINCO will advise Vendor of any changes or revisions made in regulation guidelines impacting awarded items. In this event, PINCO will allow thirty (30) days for Vendor to find a suitable replacement item related to nutritional content and cost.

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In the event Vendor cannot find an acceptable replacement after thirty (30) days, PINCO reserves the right to purchase item(s) from an alternate source.

8. **BUY AMERICAN PROVISION:** PINCO complies with USDA's Buy American Provision and 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 DISTRICT 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 District approval prior to delivering a nondomestic agricultural commodity or product. If the respondent cannot comply with #1 above, the respondent must notify the DISTRICT 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; District's cost threshold for an allowable exception in use of non-domestic products is 25%.
- c) A list of alternative domestic substitutes for the District to consider for delivery instead of the nondomestic agricultural product.

9. **TIME OF COMPLETION:** The Vendor shall begin performance of the Contract promptly upon due execution and delivery to PINCO of the Contract. The Vendor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

10. **SAVE HARMLESS CLAUSE:** The Vendor must save, keep, bear harmless and fully indemnify PINCO and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademark of any person or persons in consequence of the use by PINCO or by any of its officers or agents, or articles to be supplied under this contract.

11. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of PINCO. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by PINCO and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to PINCO.

12. **REMOVAL OF REJECTED ITEMS:** All items rejected by PINCO at any time prior to final acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the PINCO, and shall be replaced by satisfactory items.

13. **ASSIGNMENT OF CONTRACT:** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of PINCO.

14. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and PINCO prevails in such suit, the Vendor shall pay all litigation expenses incurred by PINCO, including attorneys' fees, court costs, expert witness fees and investigation expenses.

15. VENDOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF PINCO: While engaged in carrying out and complying with the terms and conditions of this Contract, the Vendor is an independent contractor, and is not an officer, employee or agent of PINCO's or its member districts.

16. INSURANCE PERMITS AND LICENSES REQUIRED OF THE VENDOR: The Vendor 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 Vendor shall submit an original signed certificate to PINCO and may be required to file with the Member Districts certificates of such insurance. Failure to furnish such evidence, if required, may be considered the default of the Vendor. The Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. CONDITIONAL REQUEST FOR PROPOSAL: PINCO reserves the right to reject any Request For Proposal which imposes conditions, or terms, on purchases, which were not specified in the original Request For Proposal document.

IN WITNESS WHEREOF, PINCO, by order of its Governing Board, has caused this instrument to be duly entered into by said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

Sysco Ventura

By Jennie Valverde de Anda

Title Contracts & Bids Manager

Date 6/5/2023

Partners in Nutrition Cooperative/

Antelope Valley Union High School District

By Joe Cook

Title PINCO President

Date 6/20/23

Governing Board Date: June 12, 2023

SIGNED RESPONSE PAGE

PINCO RFP# 06/23-24

RESPONSE SIGNATURE PAGE

VENDOR: Sysco Ventura, Inc.

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: 0 %                      DAYS

FIRM NAME Sysco Ventura, Inc. PHONE 805.205.7811

<u>3100 Sturgis Road</u>	<u>Oxnard,</u>	<u>CA</u>	<u>93030</u>
ADDRESS	CITY	STATE	ZIP CODE

BY: <u></u>	<u>Jennie Calzada</u>
SIGNATURE IN INK	TYPEWRITTEN NAME

TITLE: Contracts & Bids Manager

RESPONSE WILL NOT BE ACCEPTED UNLESS FORM IS 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 BID.

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ADDITIONAL TERMS AND CONDITIONS

REQUIRED SIGNATURE PAGE

1. Respondent(s) 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.

Bidders are requested to state realistic lead times since AVUHSD will monitor and measure performance in comparison with guaranteed minimum lead time indicated in this bid.

Sysco Ventura's lead time for stocked, forecasted items is next-day or one day lead time. For items that are not stocked locally and do not have consistent demand, the lead time is 14 days or more. The lead times on Special Order items is dependent on several variables, some outside of Sysco's control. Orders entered 6 weeks in advance are appreciated as many manufacturers have doubled their lead times in the past years.

  
Signature

5/10/2023  
Date

2. Respondent(s) shall indicate all order placement requirements including:
- Minimum weight and/or case quantity requirements for individual items and total order
  - If no requirements, please indicate

15 cases and \$500 minimum *Juan Calzadilla de Ochoa* 6/5/2023

  
Signature

5/10/2023  
Date