P & R Paper Supply Co. Lindsey Ineichen 1898 E. Colton Ave Redlands, CA 92374 (909)794-1108 RFP #06/21-22

Signed Agreements
Insurance Certificate
(Nutritionals/Specs
Product Formulation Sheets



Lindsey Ineichen – P & R Paper

Joe Cook, PINCO President

April 22, 2021

Award of RFP #06/21-22 Non-Food Paper & Packaging Products

On behalf of the Partners in Nutrition Co-Operative (PINCO), I would like to thank you for participating in our recent solicitation process. Your response for providing product and services to the participating member districts of the PINCO was recommended to our Governing Board of Trustees for the upcoming school year. This bid award was approved by PINCO Member Districts on April 8, 2021 and is scheduled for ratification by the Antelope Valley Union High School District Board of Trustees on May 26, 2021.

The award of this agreement was based on your response for the items specified in the Request for Proposal under PINCO's "Best Value Point System." The duration of this bid will be from July 1, 2021 through June 30, 2022 with the possibility of extension for two additional years. PINCO will notify you of the opportunity to rollover during the course of original signed agreement.

While PINCO Best Value Scoring is based upon multiple factors, quality and product availability is quintessential to this award. While PINCO Member Districts understand the impact of COVID-19 on the supply chain over the past thirteen months, they still depend upon the products contained in its Buying Guide. Please inform us prior to July 1, 2021 if you will not be able to honor the term of product availability of any product(s) you are committing to. Failure to honor the term of product availability or storage life can result in termination of the agreement.

Attached to this award is a formal agreement; this contract is required for the agreement to take effect. The product(s) from your company that have been included in the 2021-2022 PINCO Buying Guide are identified in the second attachment; orders will be placed according to the agreed terms beginning July 1, 2021. Please return both copies of this signed agreement, in addition to a current copy of your Company's Certificate of Insurance no later than May 14,2021. A signed copy will be returned to you upon completion.

PINCO looks forward to a successful 2021-2022 working with P & R Paper in helping us provide quality meals to children in our communities.

PINCO REP# 0 6/2/-23

RESPONSE SIGNATURE PAGE

VENDOR: P&R Paper Supply Co

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: % Net	- 30 DAYS					
FIRM NAME P& R Pape	PHONE 909.794.110 8					
1898 E. Calton Ave ADDRESS	Redlands	C 9 STATE	92374 ZIP CODE			
BY: Leuly cluby SIGNATURE IN INK		Lindsey TYPEWRITT	In eichen			
TITLE: Dir. Inter	nal Sales					

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.



To:

Lindsey Ineichen

From:

Joe Cook, PINCO President

Date:

6/23/2021

Re:

Amendment to PINCO Agreement, RFP #06/21-22 Buy American Provision

In compliance with the USDA's Buy American Provision, PINCO is requesting to amend the attached written agreement effective July 1, 2021 in order to adhere to the language contained in PINCO's original solicitation regarding Section 104(d) of the William F Goodling Child Nutrition Reauthorization Act of 1998 (PL 105-336) and Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)).

The Buy American Provision requires shool food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities of products along with the PINCO Buy American Provision Declaration that was required in the solicitation response.

PINCO will include this signed amendment along with all documentation associated with the agreement.

Joe Cook-Pinco President

Printed Name and Title

Date

Signature

COREY KMOSEN

SCHOOL DISTRICT

PAL DOES NOT GOLL FOOD

Printed Name and Title

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, <u>2021</u>, by and between the Partners in Nutrition Cooperative, hereinafter called PINCO and <u>P & R Paper</u> hereinafter called the Vendor for <u>Bid # 06/21-22</u>.

WITNESSETH: That the partied 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 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. 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.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to PINCO and written consent thereto obtained.

- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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 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.

16. 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, P.I.N.C.O., 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.

Governing Board Date May 26, 2021

P & R Paper	Partners in Nutrition Cooperative/				
By Cong HOF	Antelope Valley Union High School District By				
Title SCHOOL DISTRICT SALES SPECIALIST	Title Pinco President				
Date <u>J. 10 - 21</u>	DateJUN 1 1 2021				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/10/2021

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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Lancaster, CA 93534



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/30/2021

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.

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Antelope Valley USD/PINCO					AUTHORIZED REPRESENTATIVE						

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