

Imperial Dade Bag & Paper Co.

Bid# 06/21-22

Lindsey Ineichen

P.O. Box 590

Redlands, CA 92374

909-794-1108 Lindsey

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2023, by and between the Partners in Nutrition Cooperative, hereinafter called PINCO and Imperial Bag & Paper Co, LLC/P & R Paper hereinafter called the Vendor for RFP #06/21-22.

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



July 27, 2023

To Whom it May Concern:

Imperial Bag & Paper Co. LLC dba Imperial Dade ("Imperial Dade") acquired P & R Paper Supply Company, Inc. ("P&R") on October 1, 2020. P&R assigned all its contractual obligations (including pricing and all terms and conditions) to Imperial Dade in conjunction with the acquisition.

If you have any other questions, please let us know.

Sincerely,

Paul M Cervino

Paul M. Cervino
Chief Administrative Officer

Yvonne Stubbings <ystubbings@avhsd.org>

Mon, Jul 31, 2023 at 3:50 PM

To: Corey Knudsen <Corey.Knudsen@imperialdade.com>

Cc: Joe Cook <jcook@avhsd.org>, Lindsey Ineichen <Lindsey.Ineichen@imperialdade.com>

Thank you. As Joe stated, Time is of the essence.

Have a great rest of the day!

[Quoted text hidden]

PRPaper- AR <PRPaper-AR@imperialdade.com>

Tue, Aug 1, 2023 at 7:38 A

To: "ystubbings@avhsd.org" <ystubbings@avhsd.org>

Cc: "jcook@avhsd.org" <jcook@avhsd.org>

Good morning Yvonne,

In 2020 we were acquired by Imperial Dade and any changes that needed to occur with our name, W9, etc. were reported to all customers at that time and all changes were also made at that time. Nothing regarding these items is changing. The only items changing as of now with our system migration are:

1. How your invoices look:
 - a. Instead of seeing P&R Paper Supply on the invoice headers, you will now see Imperial Dade.
2. How our delivery discrepancy process works:
 - a. Instead of receiving a credit memo to offset the discrepancy noted at delivery, you will receive an adjusted invoice. Credit will no longer be sent unless they are being issued after the delivery and the discrepancy being credited is not noted with the driver paperwork coming back after delivery of goods.
3. Your customer ID # will change:
 - a. Currently your ID is 5 numerical digits; with the updated format in our new system, your customer # will be PR + an assigned number. Your sales rep will provide you with this number or you can reach out to them directly for this if you haven't received it yet.

Please note: If you have already sent payment to our P.O. BOX 590 Redlands, CA. 92373 this is our current and correct P.O. Box address.

If you see a New York remittance address PO BOX 27305 New York, NY 10087-7305 on the new statements/invoices is also correct that is our Imperial Dade corporate office they will process it as well.

However, I do recommend using our same mailing address P.O. BOX 590 Redlands, CA. 92373, so payment can be processed in a faster timely manner.

Your Credit manager is Serina Aguilar serina.aguilar@imperialdade.com

If you have any questions regarding your invoice or payment you may contact her directly.

For copies of invoices, credit memo's, statements please email us at prpaper-ar@imperialdade.com

Here are your new customers numbers that start with the "PR":

PR_CUSTOMER	PR_SHIPTO	CUST#
10285	PARENT	PR00281
10285	1	PR00282
10285	10	PR00283
10285	2	PR00284
10285	3	PR00285
10285	4	PR00286
10285	5	PR00287
10285	6	PR00288
10285	7	PR00289
10285	8	PR00290
10285	9	PR00291

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. IMPERIAL BAG & PAPER CO LLC	
2 Business name/disregarded entity name, if different from above IMPERIAL DADE	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 255 ROUTE 1 AND 9	Requester's name and address (optional)
6 City, state, and ZIP code JERSEY CITY, NJ 07306	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
2	0	-	5	9	6	3	9	5	3	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► 

CAO

Date ►

1/12/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



To: Corey Knudsen

From: Joe Cook, President 

Date: March 22, 2023

Re: Rollover of PINCO Agreement #06/21-22 for the 2023-2024 School Year

In accordance with the terms of our current agreement, PINCO has elected to offer an extension of the contract into the 3rd year of a possible three-year contract.

This "roll-over" option is contingent on mutual agreement by both parties, and will be in effect from July 1, 2023, through June 30, 2024. This option is based on the specific items, terms and conditions outlined in PINCO RFP #06/21-22. PINCO reserves the rights to rescind this offer in case of, increased pricing, or any changes related to services and conditions in the original agreement.

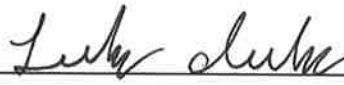
If pricing of any item, description, manufacturer code or pack size has changed please include those changes in your signed response.

PINCO is requesting pricing and terms on the items listed from the attached document for consideration for inclusion in this extension. You may also include pricing and terms on additional items within the awarded category for consideration under the extension. The addition of any items to the original agreement will be based on USDA allowed threshold(s) in the agreement's total value and contingent upon Membership's approval on pricing and terms.

Please indicate your acceptance of this option by signing below, and returning to:

AVUHSD Food Services/PINCO
Attn: Joe Cook, PINCO President
176 Holston Dr.
Lancaster, CA. 93535

Signature of Authorized Agent



Print Name and Title

Lindsey Heichen

Name of Company

P&R Paper Supply

Date

4/10/23

Please return all signed copies of this extension no later than Friday, April 14, 2023.

PURCHASING

WAREHOUSING

DISTRIBUTION

Service Center/Warehouse: 3019 16th Street, Bakersfield, CA 93301 • Phone: (661) 633-2851, FAX (661) 633-2658

Administrative Office: 176 Holston Dr., Lancaster, CA 93535 • Phone (661)948-7655 ext. 2341

E-mail: ystubbings@avhsd.org Website: www.pincoschools.com