



Partners in Nutrition Cooperative

RFP #06/23-24

**Purchased Food Products Delivered Direct to PINCO
Member Sites**

CONFIDENTIAL AND PROPRIETARY

May 11, 2023



Ventura Site
Los Angeles Region
3100 Sturgis Road
Oxnard, CA 93030
T 805.205.7000
F 805.205.7012

RFP #06/23-24

Purchased Food Products Delivered Direct to PINCO Member Sites

Cover Letter

Dear PINCO,

Sysco Ventura, Inc. would like to thank you for the opportunity to bid on RFP # 06/23-24 Purchased Food Products Delivered Direct to PINCO Member Sites.

Sysco is the largest and most experienced food service provider in the industry, we have an extensive network of growers, ranchers and producers. Sysco Ventura is local with the support of a global company. We have national broadline distribution with local market capabilities and a comprehensive produce supply chain. Sysco Ventura, Inc. is located at 3100 Sturgis Road, Oxnard, California. We were founded in 2003 and have been servicing K-12 for 20 years. We have supported nutrition programs for many school districts and K-12 Cooperatives within our delivery range. We have 218 employees that live and work throughout California with many employees residing in Kern County.

Specific to financial stability, Sysco Food Service is the world's largest broadline food distributor with more than 600,000 clients in a wide array of fields. Fortune magazine ranked Sysco number 70 in the annual Fortune 500. Sysco has had recent California-based acquisitions; This growth has allowed us to improve operational efficiencies to ensure that our customer base receives the best service at the best prices.

Sysco Ventura provides local, hands-on customer support for a small-business style customer service experience backed by the financial stability of an international corporation. Sysco Ventura is committed to the highest levels of food safety and security practices. Sysco Ventura consistently self-audits its own practices to ensure that all Food Safety and HACCP Plans are in place and being followed. Sysco Ventura is also annually audited by the BRC Certification Body (Merieux Nutrisciences Certification LLC). SYSCO Ventura's BRC Site Code is 621913 and our current Certificate Number is 15/6087.

We have a dedicated Food Safety Program Management Team that manages and monitors our HACCP Program as well as our Food Defense Program and Plant Security. Below is a brief list of what is covered:

- Good Manufacturing Practices/Sanitation & Cross Contamination
- Temperature Monitoring
- Approved Shellfish Vendors
- Recalls/Withdrawals/Holds
- 3rd Party & Internal Audits
- Associate Food Safety Training
- Quality Assurance

I have included a copy of Sysco's Food Safety Plan Overview Letter of Guarantee for your review. This includes the most recent copy of our BRC Audit.

PINCO will have a dedicated Sysco Representative as well as access to our Customer Care Team. Sysco's Customer Care Team is available by phone Monday through Friday from 6:00 AM to 10:00 PM, Saturday from 7:00AM to 8:00PM and Sunday 9:00AM to 10:00 PM Central Standard Time. Our Customer Care Team can confirm with the PINCO, live, any add-ons, deletions, or order changes as well as help with anything you may need.

When it comes to managing inventory and minimizing shortages, Sysco Ventura, Inc. takes a proactive approach. Each District works closely with their dedicated Sysco Representative on menu-cycles, special events, menu changes, etcetera. If a product was short on the truck or the wrong product was delivered (Mispick), the incorrect item will be picked up and the correct product will be delivered as early as next-day, so long as inventory is available and we have trucks in Kern County that day. Please contact your Account Representative or Customer Service to arrange the pickup.

Exceptions and deviations to the RFP:

Due to the current market conditions, the following must be in place:

- Off Day Orders: Orders that ship outside of a normal scheduled delivery day must meet a 15 case and \$500.00 minimum order requirement. This will be waived during holiday weeks.
- Opening Orders: Opening orders should be submitted, and menu cycles should be provided to your Sales Associate a minimum of 6 weeks in advance.
- Sysco cannot guarantee that all products will have a minimum of 25% shelf life upon delivery. Should the situation arise where the product ordered cannot be used before the expiration date, Sysco will work with the district on credit and/or replacement of the products, within reason.
- Sysco may be allowed to increase price with a thirty (30) calendar day written notice, however a price increase may only be allowed based on the percentage of price increase for products that are at or below the consumer price increases for "All Urban Consumers" Database Series for the statistical area of "U.S. City Average" from the category "Food Away From Home" as listed on the Bureau of Labor Statistics (BLS) website (<http://www.bls.gov/data/>). Sysco may use the most currently available preceding six (6) months. Sysco may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the PINCO. If a price increase request is not properly documented, PINCO reserves the right to cancel the item(s) involved. PINCO must approve any price increase(s) before any price changes may take effect.

Should you have any questions or need any clarification, please do not hesitate to contact me.

Thank you for this opportunity,

Jennie Boulch Calzada
Contracts and Bids Manager
Sysco Ventura, Inc.
3100 Sturgis Road, Oxnard, CA 93030
Email: jennie.calzada@sysco.com Phone: (805) 205-7811
website: www.sysco.com

REFERENCES

Kern High School District

1300 17th Street, Bakersfield, CA 93301

Jennifer Davis

Director of Nutrition Services

(661) 827-3190

Jennifer_Davis@kernhigh.org

Brief Description of Services Provided: Processed USDA Foods & Commercial Food Product Distribution to the District.

Dates of Service: Over 7 years

Central Coast Cooperative

Lead District: Lucia Mar Unified School District

602 Orchard Street, Arroyo Grande CA, 93420

Laurel Goins

Lucia Mar Director of Food Services, Lead District of Central Coast Co-op

(805) 474-3000 ext:1022

laurel.goins@lmusd.org

Brief Description of Services Provided: Processed USDA Foods & Commercial Food Product Distribution to the Central Coast Cooperative Members.

Dates of Service: On and off for over 7 years.

Oxnard Unified High School District

1800 Solar Drive, Oxnard, CA 93030

Deanna Rantz

Director of Purchasing

(805) 385-2519

deanna.rantz@oxnardunion.org

Brief Description of Services Provided: Processed USDA Foods & Commercial Food Product Distribution to the District.

Dates of Service: Over 5 years.



Recall Procedure

In the case of a recall, SYSCO Ventura takes immediate action to protect the safety of the districts we serve. Customers that are affected by the recall will be notified by phone for expediency.

Sysco Ventura collects hold/recall contact information for all customers we service and contact any customers that are part of the recall with live phone calls. We have a dedicated Recall Team available to react quickly 24 hours per day – 7 days per week. We typically notify District personnel impacted by a recall within hours of the recall announcement. If someone at the district is not reached by phone, a fax is also sent with all pertaining information and a signed receipt is required in order to ensure the district has received this important information. All notifications will include the following information:

- Affected Lot Numbers
- Delivery Date/Received Date
- Sites Affected
- Number of Cases Received by Site
- Instructions on How to Proceed with Affected Product



Sysco Food Safety System Overview

PROCESS FLOW OF DISTRIBUTION SUPPLY CHAIN

Receiving -> Put Away -> Storage -> Selection -> Loading -> Delivery -> Returns

HAZARD ANALYSIS AND FOOD SAFETY PREVENTIVE CONTROLS PLAN

Sysco Operating Sites have documented Hazard Analysis. The hazards include Biological, Chemical (includes Allergens and Radiological), Physical Hazards and acts of Intentional Adulteration that may be of a food safety risk to various product groupings.

A comprehensive risk-based Food Safety Preventive Controls plan based on Hazard Analysis Critical Control Point (HACCP) principles has been developed for product groupings where the likelihood and severity of each hazard is significant. The Food Safety Preventive Controls Plan is reviewed by the Global Support Center and Local Food Safety Teams annually or as needed.

There are two Critical Control Points: RECEIVING and STORAGE

PREREQUISITE PROGRAMS

Sysco Operating Sites have Prerequisite Programs in place that include Preventive Maintenance, Cross Contamination, Cross Contact (allergen), Non-Conforming Product, Pest Control, Sanitation, Temperature Control and Monitoring, Good Manufacturing Practices, Training, Recalls and Customer Complaints.

PREVENTIVE MAINTENANCE

A Preventive Maintenance Program is in place at each Operating Sites. The Preventive Maintenance Program covers the maintenance and repair of the facility, equipment and transportation vehicles and trailers.

CROSS CONTAMINATION CONTROL

Sysco Operating Sites have written Cross Contamination requirements and procedures in place. These requirements and procedures define the control steps associates must follow to minimize the risk of cross contamination from Biological, Chemical (non-allergenic) and Physical contaminants to food products.

CROSS CONTACT (ALLERGEN) CONTROL

Sysco Operating Sites have written Cross Contact (Allergen) requirements and procedures in place. These procedures and requirements define control steps associates must follow to minimize the risk of allergen contamination to food products.

NON-CONFORMING PRODUCT

Sysco Operating Sites have requirements and procedures in place to address the handling of non-conforming, damaged, wasted and returned products.

PEST CONTROL

Sysco Operating Sites have a Pest Control Program in place. The Program defines the requirements for Integrated Pest Management (IPM) strategies to prevent contamination by insect/rodent infestation and/or harborage at the Operating Sites.

Third Party Licensed Pest Control Operators are contracted at each facility as part of the IPM program. Only approved pesticides for food facilities are utilized in designated areas.

SANITATION CONTROLS

Sysco Operating Sites have written Sanitation Standard Operating Procedures and requirements in place for Facility and Vehicle Sanitation.

These written Sanitation Standard Operating Procedures and requirements define the ongoing responsibilities of Sysco's associates to ensure the Operating Sites are clean, sanitary and in good repair.

TEMPERATURE CONTROL AND MONITORING

Sysco's Food Safety System includes an Integrated Cold Chain Monitoring System that evaluates ambient air and/or direct product temperatures during Inbound Receiving, Storage and Outbound Delivery activities. From receipt to storage to delivery, temperatures are monitored to ensure Food Safety.

The HACCP Plans define specific monitoring requirements that must be followed and documented during Receiving. Sysco Branded refrigerated raw ground beef, raw chicken, fresh seafood and fresh produce are required to have a Time Temperature Recorder (TTR) with each inbound shipment. Radio Frequency (RF) enabled TTRs are used to automate the temperature data downloads and generate email notifications to better ensure this important information is gathered and reviewed by Operating Sites associates.

Refrigerated HACCP storage areas and loading docks are continuously monitored 24 hours a day/7 day a week. Automated email and cellular notifications occur when storage area air temperatures deviate from Warning and Critical alert limits. Storage temperature data is reviewed daily by a trained associate and verified weekly by a HACCP certified associate.

Trailers for delivery are pre-cooled prior to loading and temperatures are continuously monitored by the driver throughout the delivery process. A selected number of delivery routes are monitored with RF TTRs daily to evaluate temperature control during the delivery process.

GOOD MANUFACTURING PRACTICES

Written Good Manufacturing Practices (GMP) requirements are implemented at each Operating Sites. These written GMP requirements address associate cleanliness/hygiene, hand washing, food and beverage consumption, tobacco usage, cuts, illness reporting and proper food handling.

TRAINING

All Operating Site personnel, including temporary personnel and contractors, are properly trained on all Food Safety procedures and requirements prior to beginning work.

PRODUCT RECALL PROGRAM

Sysco Operating Sites have a Product Recall Program in place to ensure recalled products are removed from the market-place in a timely manner. The Program defines the required activities for inventory management, customer communication, product recovery and cost recovery.

The Recall/Traceability system's effectiveness is tested routinely through regular Recalls and Mock Recalls.

CUSTOMER COMPLAINTS

Sysco Operating Sites have procedures in place to address customer complaints that are Food Safety related.

SECURITY VULNERABILITY ASSESSMENT AND FOOD DEFENSE

Sysco Operating Sites are registered as required by the Public Health Security and Bioterrorism Preparedness Act of 2002. Sysco Operating Sites have obtained their registration numbers as required by the U.S. Food and Drug Administration (FDA) as part of the Food Safety Modernization Act (FSMA).

A Vulnerability Assessment is performed annually using the Food Defense Plan Builder on the FDA website at [FDA Food Defense Plan Builder](#). Each Operating Site has a site-specific Food Defense Plan which includes mitigation strategies for intentional adulteration. It is developed in conjunction with applicable Regulatory requirements.

The following are some examples of security measures that Sysco utilizes. The security measures may vary from site to site.

- Alarm System
- Associate Background Checks
- Associate Access Badges
- Guard Building
- Secured Lots
- Gated Entrances
- Visitor Program
- Trailer Locks & Seals

FOOD SAFETY MODERNIZATION ACT

Sysco Operating Sites have a Food Safety System in place that complies with all the rules defined in the Food Safety Modernization Act (FSMA). Each Operating Site has a Preventive Control Qualified Individual (PCQI) responsible for direct oversight of the Food Safety System.

A reanalysis of the Food Safety System is performed annually or more frequently as needed.

GFSI RECOGNIZED STANDARD CERTIFICATION

Sysco sites are audited utilizing the BRCGS's Global Standard for Storage and Distribution. Each site is re-audited/recertified on a yearly basis by Merieux NutriScience Certification LLC - certification body. This Food Safety certification program was implemented in 2015. The certificates are available at each site.

DOCUMENTS AND RECORDS

Under subpart G of Title 21 of the Code of Federal Regulation Part 117 - Current Good Manufacturing Practice, Hazard Analysis and Risk-based Preventive Controls for Human Food, food distributors are neither receiving facilities that are required to establish a supply-chain program nor suppliers, because such entities are not manufacturers/processors.

Due to the proprietary nature of the Sysco Food Safety System, documents and records are available for review onsite only at Sysco Operating Sites. Documents and Records are not available for distribution.



Certificate #

15/6087

Date of Audit

12/1/22 – 12/2/22

Certificate Issue Date

1/3/23

Date of Expiration

1/23/24

Re-audit Due Date

12/12/23

Audit Programme

ANNOUNCED

Auditor No.

20739

Certificate Validating Definition:
This certificate attests the property of
Mérieux NutriSciences Certification.

If you would like to provide feedback
concerning the BRCGS standards or the
audit process, please contact BRCGS at
brcgs@brcgs.com

For the BRCGS download
documents, please go to the
website of BRCGS.

**Better Food.
Better Health.
Better World.**

Certificate

**Mérieux NutriSciences Certification LLC certify
that having conducted an audit at**

Sysco Ventura
BRC SITE CODE: 6219193
3100 Sturgis Road, Oxnard, CA 93030
USA

Meet the requirements set out in:

GLOBAL STANDARD for STORAGE AND DISTRIBUTION
ISSUE 4: NOVEMBER 2020

Has achieved grade: AA

For scope of Activities: The storage and distribution of
frozen, chilled, and ambient food and non-food products for
foodservice operations using the site's own transportation equipment
and drivers. Products include produce, meat, poultry, dairy,
shellfish seafood, and a variety of ambient items including some
cleaning chemicals.

Exclusion from Scope: Wholesale Module

Product Categories: 01 - Chilled and Frozen Food;
02 - Ambient Food;
03 - Packaging and packing materials. 04 - Consumer Products

Ben Spiller

Signature of Auditor

Mérieux NutriSciences



www.brcgs.com | 01203 600000

CONFIDENTIAL & PROPRIETARY

CONTINUING PRODUCT GUARANTY

July 01, 2022.

Dear Sysco Customer,

Each of the articles comprising each shipment or other delivery of any product or products distributed by the undersigned to you or on your order is hereby guaranteed, as of the date of such shipment or delivery, to be on such date not adulterated or misbranded within and not an article which may not, under the provisions of Section 404 or Section 505 of the Federal Food, Drug and Cosmetic Act (the "Act"), be introduced into interstate commerce. In addition, on such date each of such products complies with the Federal Fair Packaging and Labeling Act, and, for meat and poultry product only, is hereby guaranteed to be on such date not adulterated or misbranded within the meaning of the Federal Meat Inspection Act and the Poultry Products Inspection Acts. This guaranty includes and is limited to those products which fall within the definitions contained in these Acts.

By the acceptance of this guaranty, you agree (i) to promptly notify us in writing of any Claim or any demand, complaint or proceeding within your knowledge for claimed violation of said Act as so amended including the name and address of the complainant and the name of the article involved, and (ii) to promptly furnish us with samples of the product as well as photographs of the shipping container of such product and/or package samples from such shipment.

The undersigned maintains Hazard Analysis Critical Control Points (HACCP) plans in our distribution facilities in accordance with all applicable governmental requirements as well as Standard Operating Procedures (SOPS) and Standard Sanitation Operating Procedures (SSOP). The undersigned is in compliance with the Public Health Security and Bioterrorism Preparedness Act of 2002.

The continuing guaranty set forth in this letter will remain in force and effect until termination by at least ten (10) days' notice given you in writing by the undersigned.

Sincerely,



Sysco Ventura
Michael Zamorano
Food Safety Program Manager



APRIL 9, 2023

REQUEST FOR PROPOSAL
PURCHASED FOOD PRODUCTS DELIVERED DIRECT TO PINCO MEMBER SITES
RFP #06/23-24

The Antelope Valley Union High School District, hereinafter called AVUHSD, will accept responses for Purchased Food Products Delivered Direct to PINCO Member Sites as indicated in the attached specifications on behalf of the Partners in Nutrition Cooperative, hereinafter called PINCO.

The intent of this Request for Proposal is to award food for compliant items served to K-12 Students, School Staff and eligible participants in sponsorship of the National School Lunch Program.

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
Policy Memorandum #87-404
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 at the AVUHSD/PINCO Administrative Offices no later than **1:00 P.M., MAY 11, 2023**. **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 Respondent'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. If there are any questions regarding this solicitation, please call Mr. Joe Cook, (661) 948-7655.

Submit responses to: Antelope Valley Union High School District / PINCO
Attention: Joe Cook
176 Holston Drive
Lancaster, CA 93535

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. **"Proposal Evaluation":** The AVUHSD will use the "Proposal Evaluation Criteria" 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 I and Part II:

- | | |
|--|-----------------------|
| ✓ Response Form | (Document ____ pages) |
| ✓ Response Signature Page | (Document 1 page) |
| ✓ Additional Terms and Conditions | (Document, 1 page) |
| ✓ Completed Distributor Questionnaire | (Document 2 pages) |
| ✓ PINCO Buy American Provision Declaration | (Document, 1 pages) |
| ✓ 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) |

Additional Required Documents for a Complete Response Submittal:

- ✓ CN Label, as applicable per product - *Flash Drive*
- ✓ Current Year Specification Sheet, signed and dated - current information - *Flash Drive*
- ✓ Current Nutritional Spec. Information - *Flash Drive*
- ✓ Written Recall Procedures
- ✓ Product Ingredients Listing with Allergen Statement - *Flash Drive*
- ✓ Whole Grain Document Formulation Statement as applicable - *Flash Drive*

SPECIAL CONDITIONS

1. Agreement Period: This agreement shall be effective July 1, 2023 through June 30, 2024. This agreement, by mutual consent, may be extended in two, one year increments until June 30, 2026. Extension(s) to the original agreement shall allow up to an additional 10% of the agreement's total value to provide PINCO the opportunity to purchase new product(s) &/or product(s) not available at the commencement of the extension(s).

2. USDA and State Compliant Regulations and Recall Notification:

(a) 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. Have not been 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.

(b) 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.

(c) Any new or revised USDA or 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 or 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. Respondent is to provide its Policy and procedures in addressing manufacturer recall and holds. All recall notification and expansion of a recall must be notified within twenty-four (24) hours to any District involved with the recall as well as BOTH the PINCO Warehouse (661-633-2062 or 661-633-2851) in Bakersfield, CA AND to the AVUHSD Food Service Director (661-575-1052) 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. 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 direct to the PINCO Member District's individual school sites or designated location(s). Prices will be quoted as delivered. PINCO will provide a profile for each PINCO Member District listed regarding delivery and logistics:

4. Invoices: Invoices shall be submitted to each individual School District and shall contain the following information: School District, school site, customer number, invoice 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 member districts. All discounts must be listed on invoices, terms are Net 30. All statements will be mailed to each individual School District and payment will be made by each individual School District.

5. Vendor Specifications: All responses must be accompanied with correct vendor specifications as per attached Policy Memorandum #87-404. NO PRODUCT WILL BE CONSIDERED IF THE FOLLOWING IS NOT INCLUDED WITH THE RESPONSE FORM AND RESPONSE PACKET:

Approved CN label sheet or current year signed, dated spec sheet as applicable

- 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. PINCO Member Districts 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. Prices shall include drayage, freight, packing and insurance at the vendor's expense on all items delivered. PINCO Member Districts 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 and the District(s) authorized representative purchasing the item(s).

8. Inspection and Acceptance: Inspection and acceptance of all items shall be at destination. Items found to be defective or 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 and/or defective items 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 the AVUHSD/PINCO or its authorized representative 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 district(s) 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, 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 listed 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 American Provision: PINCO 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 PINCO 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 approval prior to delivering a nondomestic agricultural commodity or product. If the respondent cannot comply with #1 above, the respondent must notify PINCO and the Member 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; PINCO's cost threshold for an allowable exception in use of non-domestic products is 25%.

c) A list of alternative domestic substitutes for the PINCO to consider for delivery instead of the nondomestic agricultural product.

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 uncopyrighted material, 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 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. Termination Clause: Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 CFR, sections 210.16[d] and 250.12[f][9]). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 CFR, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 CFR, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

19. 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/PINCO, 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.

20. Age and Conditions of Items: Stocks shall be fresh and sound and must have 25 % or more shelf life left on all product to be accepted. All product 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. 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 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, Made In, or Product of USA and any ingredient items used in production of the product in legible print.

3. All products with labels not meeting approved specifications will be refused at receipt and the Default Provision will be enforced.

20. Acting Agent: THE ITEMS COVERED IN THIS RESPONSE ARE BEING REQUESTED BY THE AVUHSD ACTING AS THE AGENT FOR THE 25 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 MAY 18, 2023.

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: Agent Number FAX: (ACR) No. E-MAIL: ADDRESS:
INSURED Insured Name/DBA Insured Address	INSURER(S) AFFORDING COVERAGE 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.		

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC. <input checked="" type="checkbox"/> LOC		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 & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOS AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYS DAMAGE		Policy Number	11/1/2013	11/1/2014	UNLIMITED SERVICE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP & COLL DUCTIVE \$ 1,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		Policy Number	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 RETENTION \$ NONE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEES/ARTISAN/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL 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

Antelope Valley/PINCO
44808 Beech Ave.
Lancaster, CA 93534

CANCELLATION

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

ACORD 25 (2010/05)

INS025 (2010/05).01

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Policy Memorandum

Subject: Meal Pattern Contribution of Convenience Food Products

Date Issued: March, 1987

References: 7 CFR 210.10, 210.14, 7 CFR 210 Appendix A and C, 7 CFR 220.8, 7 CFR 220 Appendix C

Expires:

Food Buying Guide for Child Nutrition Programs

To: National School Lunch and School Breakfast Program Sponsors
State Meal Program Sponsors
Diocesan Superintendents of Schools County
Superintendents

ATTENTION: Food Service Directors

ISSUE:

Use of processed convenience foods in school nutrition programs has grown tremendously over the past few years. Many products bear an official Child Nutrition (CN) label, issued by the United States Department of Agriculture (USDA), which provides a warranty regarding that product's contribution to the meal pattern components. However, since the CN labeling program is optional, and not available for all food products, most convenience foods do not provide such a warranty.

Local School Food Authorities are required to maintain documentation on convenience products, including processed commodities, which describes their contribution to the meal components. Without appropriate documentation, there is a risk that the product does not actually fulfill meal pattern requirements, thereby leading to an inadequate meal component which may be disallowed for reimbursement.

PURPOSE:

This Policy Memo provides a listing and explanation of the information required for documentation of meal pattern contribution for convenience foods, including processed commodities. School Food Authorities (SFAs) have been required to maintain these types of records in the past, but detailed information regarding specific documentation required has not previously been issued as a State Policy.

POLICY:

School Nutrition Program Sponsors must have either:

1. A Child Nutrition (CN) label, or
2. Documentation described in this policy memorandum

To substantiate that convenience foods meet the required meal pattern. A USDA issued CN Label serves as a warranty with regard to that product's meal pattern contribution and '10 other documentation regarding the product's ingredients is required.'

Required information for products which do not have a CN label will vary according to the type of food. SFAs are responsible for ensuring that appropriate documentation is maintained, even though there is no specific requirement that manufacturers provide information regarding their product's specific contribution to the meal pattern.

Effective July 1, 1958, SFAs shall acquire and retain product information for foods served as part of the reimbursable meal. Such records shall be retained for five years following the end of the program year; shall be consistent with the USDA Food Buying Guide (January, 1984); and include information (as appropriate) regarding:

- The type and weight of meat/meat alternate
- Pertinent information on vegetable protein product, if used
- Type and weight of cooked grain product
- Type, source, volume, and percent of fruit or vegetable juice
- Type, form, and volume of fruit or vegetable
- Product name, code number, manufacturer, and signature of company representative

ROLE/CONTENTS:

The appropriate product information will need to be expressed differently, according to which meal component is provided. The following information, for the components listed, must be on file with the SFA and available for review:

Meat / Meat Alternate

1. Specific type of meat/meat alternate. Examples include:
 - a. ground beef, no more than 24% fat
 - b. pinto beans, dry
 - c. pork with natural juices, canned
2. Raw ("as purchased") weight of the meat/meat alternate, preferably per portion. Examples include:
 - a. 2.8 ounces ground beef (24% fat)
 - b. 1.3 ounces dry pinto beans
 - c. 4.0 ounces canned pork

As an alternative, the raw ("as purchased") weight could be expressed in terms of the batch weight, with the number of portions per batch also being specified. This is more practical for products containing turkey or chicken from whole bodies or parts. For example, a 100-portion batch might contain:

3. If a vegetable protein product (VPP) is used, the following criteria shall be met:
 - a. Information regarding the source, type of VPP (e.g., flour, concentrate or isolate), percent protein content, and weight of liquid used to hydrate the VPP, must be provided, e.g.,
 - 0.25 oz. VPP concentrate, 65% protein
 - 0.65 oz. liquid
 - +2.10 oz. ground beef (24% fat)
 - 3.00 oz. raw weight per portion.
 - b. The following statement must appear on the label:

"This item contains vegetable protein product(s), which is authorized as an alternate food in Child Nutrition Programs."
 - c. The VPP must be used in accordance with 7 CFR 210 Appendix A, Policy Memorandum 83-10 and USDA's "Vegetable Protein Products in Child Nutrition Programs." Consult these documents for additional information on appropriate uses of VPP
4. If applicable, weight of cooked bread, or other grain product, per portion, with an indication of whether the grain products are enriched or whole grain.

The meat/meat alternate contribution, per portion, can be calculated based on raw-weight yields obtained from USDA's Food Buying Guide. All of the examples, described above, yield 2.0 ounces of meat/meat alternate per portion. Meat/meat alternate components shall be rounded down to the nearest 0.25 ounce increment.

Jim. Calzone
5/10/2023

Bread/Bread Alternate

Products or components must meet criteria as described in the Buying Guide in order to qualify for the bread[bread alternate component]. The following information shall be included in the records retained by the SFA: 1. Type and source of grain product. Examples include:

- a. Tortilla, enriched
 - b. Pizza crust, made with enriched flour
2. Weight of cooked grain product, per serving. Examples include:
- a. 1.1 ounce per tortilla
 - b. 1.0 ounce pizza crust per serving

The bread/bread alternate contribution per portion can be calculated based on the type and weight of the product, as listed in the Food Buying Guide. The calculations shall be rounded down to the nearest 0.25 serving.

Fruit/Vegetable Component

Most foods qualifying as a fruit/vegetable can be easily measured. However, prepackaged, portion-controlled foods must be accompanied by appropriate product information or a CN label. The following shall be included in the records retained by the SFA:

- A. For reconstituted fruit juice and juice products—
 1. Type and source of juice. An example includes:
 - a. Orange juice, reconstituted from frozen concentrate
 3. Total volume (not weight) of juice or beverage. Examples include:
 - a. 1/2 cup
 - b. 1 cup
 4. Percent of full-strength juice, by volume, in the product. An example includes:
 - a. 1 drink contains 1/2 cup full-strength orange juice

Keep in mind that full-strength fruit or vegetable juice may be used to meet no more than half of the fruit/vegetable requirement at lunch.

- B. For products containing fruits or vegetables -
 1. Type and form of fruit or vegetable. Examples include:
 - a. Pinto beans, dry
 - b. Prunes, dry, without pits
 - c. Tomato paste, canned
 2. Volume of fruit or vegetable, preferably per portion. Examples include:
 - a. 1/4 cup cooked pinto beans (or 0.65 ounces dry)
 - b. 1/4 cup dry prunes
 - c. 1 Tablespoon tomato paste

These examples all provide 1/4 cup fruit/vegetable. As an alternative, the quantity could be expressed for the batch, provided the servings. Per batch, are also listed.

The fruit/vegetable components can be calculated using the Food Buying Guide. Fruit/vegetable components shall be rounded down to the nearest 1/8 cup increment. Portions providing less than 1/8 cup serving cannot be credited towards the meal pattern.

Product Information

All product specification sheets shall also include:

1. Product name
2. Product code number
3. Manufacturer
4. Signature of company representative
5. Current Date

Nutrient analysis information is extremely helpful in menu planning, especially in consideration of attempts to monitor nutrient, sugar, sodium, and fat content of the menus. However, an analysis alone does not provide sufficient information to calculate the product's contribution to the meal components.

CONTACT: If you have further questions regarding the meal pattern contribution of convenience food products, please contact your local child nutrition consultant or Caroline Roberts, Child Nutrition Consultant, School Nutrition Programs, at (916) 445-0850 or toll-free (800) 952-5609. Maria Balakshin, Director Child Nutrition and Food Distribution Division



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 Syrco Ventura, Inc. (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
Apple & Eve /switch	various	various
Sun Cup	"	"
tajin		Mexico
dole	4206 & 419	various
Indel Jalapeños	115	Mexico
Mandarin Oranges & Pineapple	3548385	China
Fruti Fruit Fruti Fruit	MG4 & PA4 MG4 & PA4	various 676 various

Attach Certificate of Origin documentation for all product(s) that does not comply with the Buy American Provision.
Manufacturer Representative

By: Jennie Calzada

Name: Jennie Calzada

Title: Contracts & Bids Manager

Date: 5/10/2023

INDEL FOOD PRODUCTS, INC.

Packer and importer of premium quality peppers
and other Mexican food specialties

9515 PLAZA CIRCLE
EL PASO, TEXAS 79927

Buy-American Exemption Letter

May 22, 2019

To Whom it May Concern,

Del Sol product, (00115) 6/10 Nacho Sliced Jalapenos, is grown and packed in Mexico.

All jalapeno products offered for sale in the USA are imported.

Please let us know if you require any additional information.

Sincerely,

Indel Food Products

915-590-5914



BUY AMERICAN CERTIFICATION

National School Lunch Program (NSLP) and School Breakfast Program (SBP)
[7 Code of Federal Regulations (CFR) Sections 210.21(d) and 220.16(d)]

The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

There are two situations which may warrant a waiver to permit purchases of foreign food products include:

- 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities; or
- 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

Manufacturer Name	Fruti Fruit, Inc. Los Angeles, CA
-------------------	-----------------------------------

Product Certification

We certify that our products are (check one):

- ☐ All products produced are a minimum of 51% processed in the USA
☒ All products are a minimum of 51% processed in the USA, EXCEPT:

Product Code No.	Product Description	Origin of Materials	Origin of Packing	Origin of Distribution
857821003976	Pineapple Chunks 4.0 oz	Costa Rica/Mexico	Costa Rica/Mexico	USA/Canada
857821003969	Mango Chunks 4.0 oz	Costa Rica/Mexico	Costa Rica/Mexico	USA/Canada
857821003723	Pomegranate Chunks 4.0 oz	Egypt	Egypt	USA/Canada
857821003945	Red Grapefruit Chunks 4.0 oz	Egypt/Mexico	Egypt/Mexico	USA/Canada
857821003020	Cantaloupe Chunks 4.0 oz	Mexico	Mexico	USA/Canada
857821003037	Honeydew Chunks 4.0oz	Mexico	Mexico	USA/Canada
857821003051	Red Dragon Fruit Chunks 4.0oz	Mexico	Mexico	USA/Canada
857821003044	White Dragon Fruit Chunks 4.0oz	Mexico	Mexico	USA/Canada

**Add additional sheets if necessary. Documentation must be on company letterhead.*



Signature of Authorized Official

April 21, 2022

Date

Sales Director



Title of Authorized Official



Dear Customer;

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase to maximum extent practicable, domestic commodities or products for use in meals served under the program.

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.

We **Dole Packaged Foods, LLC** certify that the percentage of U.S content in the following products have at least **0%** US content. These products are not produced or manufactured in the US in sufficient and reasonable available quantities of a satisfactory quality.

Product	Mfg Id #	Country of Origin
Canned Pineapple in Juice	143, 473, 513, 613, 715, 765, 255, 468, 553	Philippines/Thailand/Indonesia
Canned Pineapple in Syrup	102, 462, 602, 625, 507, 235, 270, 280, 465, 592, 535, 395	Philippines/Thailand/Indonesia
Pineapple in Syrup/Juice - Pouch	1441, 567, 557	Philippines/Thailand
Canned Tropical Fruit	9060, 9082, 9097	Philippines/Thailand
Canned Mandarin Orange in Syrup/Juice	4218, 4222	China
Canned Pineapple Juice	814, 917, 808	Philippines
Canned Young Jackfruit in Brine	02780	Thailand
Fruits in Juice in Plastic Cups	00419, 03048, 03073, 03019, 03065, 04208, 02062, 71941, 71924, 71966, 79088, 74206, 00442, 00443	Thailand/Philippines/China/Peru/South Africa
Fruits in Gel in Plastic Cups	03053, 03054, 71971	Thailand
Fruits Juice Gels in Plastic Cups	43347, 43209, 43349	Thailand
Fruit Parfait	3140, 1922, 1926	Thailand


Sunshine For All™

O 805 601 5500 | www.dolesunshine.com
 3059 Townsgate Rd., Suite 400, Westlake Village, CA 91361
 Dole Packaged Foods, LLC



IQF Pineapple	28319, 28317	Philippines/Costa Rica
IQF Mango	10550	Peru/Mexico
IQF Sliced Bananas	16118	Philippines/Costa Rica/Mexico
IQF Plantains Sweet	16120	Ecuador

Manufacturer Representative

By: 
Name: Nicky Kahn
Title: Regulatory Compliance Manager
Date: January 30, 2023

Sunshine For All™

O 805 601 5500 | www.dolesunshine.com
3059 Townsgate Rd., Suite 400, Westlake Village, CA 91361
Dole Packaged Foods, LLC



COMPLIANCE WITH BUY AMERICAN PROVISION

Mexilink, Inc. requests the exemption from the Buy American Provision for Tajin Seasoning, Item # 28805, Tajin Seasoning Low Sodium Packets 1000/ 0.035 oz, Item # 10062, Tajin Low Sodium Seasoning Bottles 24/5oz, Item # 66900 Tajin Seasoning Clasico Bottles 12/14 oz, Item # 10001 Tajin Seasoning Clasico Bottles 24/5 oz, Item # 10212 Sachet Chamoy Hot Sauce 780/0.27 fl oz and Item # 10211 Sachet Mild Hot Sauce 780/0.27 fl oz.

Tajin Seasoning is 100% produced in Mexico and imported and distributed throughout the United States by Mexilink, Inc. Exceptions to the buy American provision are utilized by school districts. If vendor cannot certify compliance with the basic Buy American provision of over 51% of the final processed product consisting of agricultural commodities grown domestically, they may qualify for the exception from the Buy American Provision, indicated below.

Exception: The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.

Mexilink, Inc. certifies that it submits this request for an exception from the Buy American provision in good faith and with the reasonable belief that:

- (a) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and/or
- (b) The costs of a U.S. product are significantly higher than the non-domestic product.

Mexilink, Inc. certifies that it is in compliance with all applicable provisions of the Buy America Act.

Company Name: Mexilink, Inc.

Company official: Yaxi Diaz

Official Title: K-12 Manager.

Date: April 11, 2023

MEXILINK, INCORPORATED

200 Westlake Park Blvd., Suite 900, Houston, TX 77079 Phone (281) 754-8200 Fax: (281) 754-8201



Corporate Office
1125 Easton Road
Bethlehem, PA 18015

Post Office Box T
Hellertown, PA 18055-0207

973-465-1113

www.suncupjuice.com



January 1, 2022

Buy American Statement

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 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 program. 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.

There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the "domestic" standard, in circumstances when use of domestic products is truly not practicable. These exceptions, as determined by the School Food Authority (SFA), are:

1. "The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality."
2. "Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product."

Suncup™ Juice products are produced and packaged in our own family-owned facilities located in Newark, NJ; Bethlehem, PA; Newnan, GA; and Phoenix, AZ and may contain non-domestic fruit juice concentrates as an ingredient in the finished 100% juice product.

There is limited, or no domestic fruit juice concentrate available to supply the needs of school nutrition and meet the 51% domestic content requirement. Therefore, Suncup™ 100% fruit juice products may contain non-domestic juice concentrates, as a portion of the ingredients.

Cost of domestic orange juice concentrates average 20 - 100% more than non-domestic. Domestic grape and apple juice concentrates average 20% or more and domestic pineapple juice concentrate is not available. Any supply of domestic concentrate is VERY limited and seasonal.

Suncup™ Juice products will meet the "Limited Exceptions" clause as identified in SP14-2012, "Procurement Questions Relevant to the Buy American Provision", and as clarified in USDA Memos SP 24-2016 and SP 38-2017 "Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program":

Per SP 38-2017, SFA's using one of the above exceptions will not need to request a waiver in order to purchase a non-domestic product. SFA's must, however, keep this documentation justifying the exception(s).

Products included under this are referenced on the attached product list.

Patrick Boyle

Patrick Boyle
Quality and Compliance Coordinator



BUY AMERICAN PRODUCT LIST

Exempt due to raw material availability and price

FROZEN 3+1 CONCENTRATE

Greg Pack™ 12/32oz Cartons

020100 Orange Juice Concentrate

020300 Apple Juice Concentrate

REFRIGERATED, DATE-CODED JUICE AND DRINKS

SunCup™ 72/4oz Plastic Cups

090103 100% Orange Juice

090303 100% Apple Juice

090503 100% Grape Juice

090803 100% Natural Fruit Punch

SunCup™ 48/6oz Plastic Cups

040103 100% Orange Juice

040303 100% Apple Juice

FROZEN JUICE AND DRINKS

SunCup™ 72/4oz Plastic Cups

090100 100% Orange Juice

090301 100% Apple Juice

090501 100% Grape Juice

090800 100% Natural Fruit Punch

091000 100% Pineapple Juice

091200 100% Orange Pineapple Juice

091300 100% Tomato Juice

091601 100% Apple Cranberry Juice

092000 100% Apple Cherry Juice

SunCup™ 48/6oz Plastic Cups

040100 100% Orange Juice

040301 100% Apple Juice

040501 100% Grape Juice Cup

040800 100% Natural Fruit Punch

SunCup™ 70/4oz Cartons

030100 100% Orange Juice

030105 100% Orange Juice w/Calcium

030301 100% Apple Juice

030305 100% Apple Juice w/Calcium

030501 100% Grape Juice

030505 100% Grape Juice w/Calcium

030800 100% Fruit Punch

030805 100% Fruit Punch w/Calcium

031000 100% Pineapple Juice

031200 100% Orange Pineapple Juice

031400 100% Apple Grape Juice

031600 100% Apple Cranberry Juice

032000 100% Apple Cherry Juice

SunCup™ 70/6oz Cartons

050100 100% Orange Juice

050301 100% Apple Juice

050501 100% Grape Juice

050800 100% Natural Fruit Punch

051200 100% Orange Pineapple Juice

052000 100% Apple Cherry Juice

SHELF-STABLE JUICE BOXES

SunCup™ Totally Juice™ 40/4.23 oz. Box w/straw

400305 100% Apple Juice

400505 Grape 100% Juice

400805 Fruit Punch 100% Juice

402300 Cranberry Raspberry 100% Juice

402405 Orange Tangerine 100% Juice

402505 Very Berry 100% Juice

402600 Strawberry Kiwi 100% Juice

SunCup™ Totally Juice™ 40/6.75 oz. Box w/straw

410305 100% Apple Juice

410505 Grape 100% Juice

410805 Fruit Punch 100% Juice

412405 Orange Tangerine 100% Juice

412505 Very Berry 100% Juice

SunCup™ Farm & Orchard™ 40/4.23 oz. Box w/straw

402800 Paradise Punch 100% Vegetable & Fruit Juice

402900 Mango Splash 100% Vegetable & Fruit Juice

SunCup™ Farm & Orchard™ 40/6.75 oz. Box w/straw

412800 Paradise Punch 100% Vegetable & Fruit Juice

412900 Mango Splash 100% Vegetable & Fruit Juice

SunCup™ Farm & Orchard™ 40/4.23 oz. Box w/straw

402700 Sun Splash 100% Vegetable Juice

SunCup Juice
1125 Easton Road • Bethlehem, PA 18015
www.suncupjuice.com

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Lassonde

LASSONDE PAPPAS
AND COMPANY, INC.



January 3, 2023

Dear Valued Customer:

The Buy American provision of the National School Lunch Program requires school food authorities (SFAs) to purchase, to the maximum extent practicable, "domestic commodity or product." A "domestic commodity or product" is either: (1) an agricultural commodity produced in the U.S; or (2) a food product processed in the U.S. using "substantial" (i.e. over 51%) agricultural commodities that are produced in the U.S.

There are exceptions to the Buy American provision which allow for purchases of products not meeting the "domestic" standard described above, including when "the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality."

Apple & Eve juice products comply with the Buy American provision pursuant to this exception including, but not limited to:

- 100% Juice / 4.23 fl oz (125mL): Apple Juice, Fruit Punch, Orange Tangerine, Cranberry Raspberry, and Strawberry Kiwi
- 100% Juice / 6.75 fl oz (200mL): Apple Juice, Fruit Punch, Orange Tangerine, Very Berry
- Fruitables Plus / 4.23 fl oz (125mL): Tropical Twist, Power Punch, and Gold Rush
- Fruitables Plus / 6.75 fl oz (200mL): Tropical Twist, and Power Punch
- Switch Sparkling 100% Juice: Black Cherry, Orange Tangerine, Watermelon Strawberry, Fruit Punch, and Kiwi Berry

All Apple & Eve juice products are manufactured in the United States; however, less than 51% of the agricultural commodities used in those juices are produced in the United States. Apple & Eve uses apple juice concentrate as the main ingredient in our juice products. Most U.S. apple supply is used to produce food, not juice concentrate. The U.S. juice category is so large and the demand for concentrate so high that Apple & Eve (along with most other juice manufacturers) is not able to source all of its concentrate needs domestically or produce sufficient quantities of product containing substantial U.S. ingredients.

If you have any additional questions or concerns, please feel free to reach me at the contact information below.

Sincerely,

Bill Harrison (mh)

Bill Harrison, VP Sales School Nutrition
Apple & Eve, LLC
(732) 583-8791

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

NON-COLLUSION AFFIDAVIT

To be executed by bidder and submitted with bid

I, Jennie Calzada (Name of authorized signer), declare that I am the
Bids Manager (Title of authorized signer) the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put on a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true, and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

5/10/2023

Date

Jennie Calzada
Authorized Signature

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed at all entrances to school property at all time.

DATE: 5/10/2023

CONTRACTOR Sysco Ventura, Inc.

BY: 
Authorized Signature

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections et. seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: 5/10/2023

CONTRACTOR: Sysco Ventura, Inc.

BY: 
Authorized Signature

Notice to all Contractors and Subcontractors

Subject: Employment Clearance - Department of Justice

Background Clearance is required for all school district employees and employees of outside contractors before they are permitted on any school site.

The following information is a summary of legal provisions regarding employment processing of fingerprint cards through the California Department of Justice ("CDOJ"). [Education Code 45125.1.]

S - EMPLOYEES OF ENTITIES, REQUIREMENTS OUTSIDE CONTRACT SERVICES

1. Requires CDOJ clearance for employees of defined outside contractors (entity). (EC45125.1a.)
2. Requires entity to not permit its employees to come in contact with pupils until CDOJ clearance is ascertained. (EC45125.1f.)
3. An entity having a contract as specified shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a felony. (EC45125.1g.)
4. The entity shall provide a list of names of its employees who may come in contact with pupils to the governing board of the school district.

The above requirements apply to all contractors and subcontractors providing services to the Antelope Valley Union High School District.

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID CERTIFICATE

I hereby certify that my company Vysco Ventura, Inc. is in compliance with the above requirements of Education Code section 45125.1. I have attached a list of employees from my company who may come in contact with pupils at any school site. None of these employees have been convicted of a felony.

Vicky Carlyle

Vicky Carlyle
Authorized Signature

5/10/2023
Date

CHILD NUTRITION AND FOOD DISTRIBUTION Dus10N MANAGEMENT BULLETIN No 98-113	
TO: Sponsors of the National School Lunch Program and School Breakfast Program County Superintendent of Schools Diocesan Superintendents of Schools	ISSUE DATE: July 1998
ATTENTION: Food Service Directors	
FROM: School Nutrition Programs	
SUBJECT: Suspension, Debarment and Lobbying Certifications and Policies	
REFERENCE. Management Bulletin 97-106 and 94-105; USDA All Points Bulletins SP-98-02, CNP-9802, CNP-98-03, CNP-98-19	

This Management Bulletin transmits information contained in the attached four All Points Bulletins (APB) issued by the United States Department of Agriculture regarding suspension, debarment and lobbying certifications and policies. Also attached are the Suspension/Debarment Certification and Certification Regarding Lobbying forms and instructions disseminated with the 1998/99 School Nutrition Program renewal documents. Each attached APB is summarized below.

1. APB: SP-98-02 and APB CNP-98-19 Suspension and Debarment and Update

These APBs explain actions to be taken by the State agency and school food authorities (SFA) when a vendor is on the U.S. General Service Administration's Suspension and Debarment List. Most of this information was disseminated to school nutrition sponsors in Management Bulletin Number 94-105 dated March 1994. An SFA is prohibited from contracting with a vendor that has been debarred, proposed for debarment, or suspended. The prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$100,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of \$100,000 or more and to contracts for audit services, regardless of the amount. When a federal agency takes an action that suspends, debars, or proposes debarment, the vendor's contracts with all other federal agencies are affected. Note: Prior to February 5, 1996, the contract threshold amount was \$25,000.

2. APB: CNP-98-02 Certifications for Suspension and Debarment and Lobbying

This APB informs the State agency that a Suspension/Debarment Certification and Certification Regarding Lobbying form is to be obtained by SFAs from existing vendors or potential vendors when contracts exceed \$100,000. Also, when an SFA receives more than \$100,000 in federal school nutrition reimbursements, the

SFA must annually complete a Certification Regarding Lobbying as part of the annual process to renew school nutrition program agreements.

3. APB: CNP-98-03 Reciprocity Rule and Questions & Answers re: Suspension and Debarment

This APB explains that suspension, proposed debarment, debarment, and voluntary exclusion apply to both federal nonprocurement programs (e.g., School Nutrition Programs) and procurement programs that involve purchases directly by the government. It again states that the SFA must require any potential vendor to include a certification statement with each bid on each contract of \$ 100,000 or more. The bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid. The SFA may rely upon the certification statement submitted by a bidder unless it is known to be erroneous. In such a case, the SFA should contact the State agency for confirmation of the bidder's status regarding debarment and suspension

If you have any questions, please contact the School Nutrition Programs Unit at (916) 323-1580 or toll free (800) 952-5609.

Duwayne Brooks, Director Child Nutrition and Food Distribution Division Assistant Superintendent of Public Instruction	Kathy B. Lewis Deputy Superintendent Child, Youth and Family Services
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The USDA is an equal opportunity provider and employer.

Certification and Disclosure Statements

Management Bulletin 98-113 Attachment 3: an explanation of submittal requirements of the Suspension and Debarment Certification Statement and the Certification Regarding Lobbying.

Following is an explanation of submittal requirements of the Suspension and Debarment Certification Statement and the Certification Regarding Lobbying by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.

The SFA's annual contract with a vendor exceeds \$100,000,

The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed Suspension and

Debarment Certification from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While this certification is required for all contracts in excess of \$100,000, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. Do not submit the certification to the California Department of Education.

Certification Regarding Lobbying

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement must annually complete and submit this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed Certification Regarding Lobbying from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted the CDE.

Also enclosed is the Disclosure of Lobbying Activities form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the Certification Regarding Lobbying statement).

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.
- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies must include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the Suspension and Debarment Certification and the Certification Regarding Lobbying. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the Certification Regarding Lobbying to the CDE, CNFDD.

Summary

Suspension and Debarment Certification

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by contractor with executed contract and maintains it on file.

Certification Regarding Lobbying

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. Retain the certifications with bid documents.
3. The Disclosure of Lobbying Activities form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of Certification Regarding Lobbying.)

If you have any questions, please contact your SNPU county analyst by reaching Manuel Martinez, Office Technician, SNPU, by phone at 916-323-7186 or 800-952-5609, or by e-mail at mmartinez@cde.ca.gov.

Questions:

School Nutrition Programs Unit | 800-952-5609
California Department of Education
1430 N. Street, Sacramento, CA 95814 Last Reviewed: Tuesday,
June 15, 2010

John Calogian
5/10/2023

**SUSPENSION AND DEBARMENT CERTIFICATION U.S.
DEPARTMENT OF AGRICULTURE**


INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier
Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 — 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>PINCO</u>	<u>06/23-24</u>		
Name of School Food Authority	Agreement Number		
Potential Vendor or Existing Contractor (Lower Tier Participant):			
<u>Jennie Calzada</u>	<u>Contracts & Bids Manager</u>		<u>5/10/2023</u>
Printed Name	Title	Authorized Signature	Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible, lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective tower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (Sec reverse for public burden disclosure)**

I. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: Quarter:
3. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known Congressional District, if known:	• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
• Federal Department/Agency:	• Federal Program Name/Description: NA CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: \$	
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (Including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply): \$ _____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred Other; specify: _____	
• Form of Payment (check all that apply): Cash In-kind; specify: Nature Value		

• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

Signature:



Print Name: Jennie Calzada

Title: Contracts & Bids Manager

Telephone No: (805) 205-7811 Date: 5/10/2023

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Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFPDE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, _____ nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company Sysco Ventura, Inc.		
Printed Name and Title: Jennie Calzada Contracts & Bids Manager	Signature: 	Date: 5/10/2023
Name of School Food Authority		Agreement Number:

G:SNPLOBBYING CERT



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
10/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFIRMS 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 (AC, SA, Ext.) Agent Number FAX (AC, Ext.) 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 -	

CO	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.					
SECTION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (mm/dd/yyyy)	POLICY EXP. DATE (mm/dd/yyyy)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> FID-EXT <input checked="" type="checkbox"/> LOC	Policy Number	11/1/2013	12/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Per occurrence) \$ 15,000 PERSONAL & ADJ LIABILITY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD. AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HYRED AUTOS PHYS. DAMAGE <input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> EXCESS LMB DED. \$0 DILUTION \$0	Policy Number	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ 0 BODILY INJURY (Per occurrence) \$ 0 PROPERTY DAMAGE (Per person) \$ 0 COMP & COLL (Per occurrence) \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/FAMILY/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Policy Number	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 RETENTION \$ NONE SUSP. STATE TOY LIMIT \$ 0 SUSP. STATE TOY LIMIT \$ 0
C	EXCESS LIABILITY	Policy Number	11/1/2013	12/1/2014	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 104, Additional Remarks Schedule, if more space is required) The certificate holder is included as Additional Insured/Vendor under the General Liability					

CERTIFICATE HOLDER

Antelope Valley/PINCO
44809 Beech Ave.
Lancaster, CA 93534

CANCELLATION

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

Signature