



ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT FOOD SERVICES

To: Antelope Valley Produce, Attention Ruben Diaz
From: Joe Cook, Director Food Services
Cc: Palmdale/Eastside/Westside/Lancaster/Wilsons/Keppel School Districts
Date: May 4, 2023
Re: Extension of Agreement RFP #01/22-23

In accordance with the terms of our agreement, the Antelope Valley Union High School District acting as the representative for the seven participating Districts is offering to extend the current agreement into the first, of two possible year(s) based on the terms of the original solicitation. This extension is contingent on mutual agreement by both parties, and will be in effect from July 1, 2023 through June 30, 2024.

This option is based on current bid/market pricing and service. Any price increase must be justified and proven by submission of documentation. By accepting this offer, it is also understood that Antelope Valley Produce will provide the same service and pricing to all districts in the AV cooperative. Antelope Valley Union High School District reserves the rights to rescind this offer in case of, unreasonable increase in pricing or in level of service.

The Districts under this agreement have appreciated the availability of pre-portioned fruit and vegetable options in supporting new programs like Breakfast in the Classroom, Grab & Go and Community Eligibility Provisional feeding. Additionally, Districts have also valued the increased communication related to conditions effecting pricing and sourcing related to the USDA's Buy American Provision. Please contact Districts prior to the beginning the 2023-2024 school year for specific items to purchase and advise the group related to minimums or other conditions.

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

AVUHSD Food Services, Attention Joe Cook
176 Holston Drive
Lancaster, CA 93535

Please sign and return by May 26, 2023.

A handwritten signature in black ink, appearing to read "Ruben Diaz", is written over a horizontal line.

Ruben Diaz, Owner

Date: 5-26-23

A handwritten signature in black ink, appearing to read "Joe Cook", is written over a horizontal line.
Date: 6/20/23

Joe Cook, Director, Food Services

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2023 by and between the Antelope Valley Union High School District, hereinafter called DISTRICT and Antelope Valley Produce, hereinafter called the Vendor for RFP# 01/22-23. Terms of agreement under this first of two possible one-year extensions is from July 1, 2023 through June 30, 2024 .

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

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Notice to Respondent, the Information to Respondents, the Accepted Request for Proposal, the General Specifications and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of DISTRICT and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. **SERVICES, MATERIALS AND SUPPLIES:** The vendor agrees to furnish the service or services, the item or items of the stated bids listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in the strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Member DISTRICTs shall not be responsible for the care or protection of any property, material or parts ordered against said contract before date of delivery to the respective DISTRICT. It is understood by the Vendor that all items will be promptly delivered to DISTRICT.

3. **PAYMENTS:** The Vendor shall submit an itemized invoice in duplicate of product at the delivery point and at the time the delivery is made. DISTRICT shall pay Vendor the full amount of each invoice within thirty (30) days of receipt. Vendor shall furnish DISTRICT with a recap of items upon request.

4. **TERMINATION FOR DEFAULT:** If said Vendor fails or neglects to supply or deliver any of said goods, articles or services at the prices named and at the times and places above stated, DISTRICT may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.

5. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** DISTRICT may terminate this Agreement at any time by giving the Vendor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods satisfactorily rendered prior to the effective date of said termination, Vendor shall be entitled to no further compensation or payment of any type from DISTRICT.

6. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** DISTRICT may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and DISTRICT may apply such withheld amount to the payment of such claims, in its discretion.

7. **BUY AMERICAN PROVISION:** The DISTRICT participate 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 DISTRICT at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR

Request DISTRICT's approval prior to delivering a nondomestic agricultural commodity or product. If the respondent cannot comply with #1 above, the respondent must notify the DISTRICT in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:

a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product.

b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions; DISTRICT's cost threshold for an allowable exception in use of non-domestic products is 25%.

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

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

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

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

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

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

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

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

15. INSURANCE PERMITS AND LICENSES REQUIRED OF THE VENDOR: The Vendor shall maintain insurance adequate to protect him from claims under Workers' Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, General Liability and Automobile, which may arise from operations under the contract. The Vendor shall submit an original signed certificate to DISTRICT and may be required to file with the Member DISTRICTs certificates of such insurance. Failure to furnish such evidence, if required, may be considered default of the Vendor.

The Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

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

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

Antelope Valley Produce:

By 

Title OWNER

Date 5-26-23

Antelope Valley Union High School District:

By 

Title Director, F/S

Date 6/20/23

This Institution is an equal opportunity provider.

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: 07-01-23

CONTRACTOR: Antelope Valley Produce

BY: [Signature]

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.]


§ - 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 Antelope Valley Products 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.


Authorized Signature

07-01-23
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 Bulleting 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 mmartine@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

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.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

RUBEN DIAZ

Printed Name

PRESIDENT

Title

[Signature]

Authorized Signature

07-01-23

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: <div style="text-align: center;"> Prime Subawardee Tier _____, if known </div> 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: 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. IOa) (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:

RUBEN DIAZ

Title:

PRESIDENT

Telephone No:

(661) 942-5939

Date:

07-01-23

Federal Use only:

Authorized for local reproduction Standard
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		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority		Agreement Number:

G:SNPLOBBYING CERT

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

ROLENCENTATION:

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 breadings, 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.

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 meat 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



FOOD SERVICES 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 the District. Any decisions to accept product that does not meet the Buy American Provision shall be at the discretion of the District.

We, _____ (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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Vendor Representative

By: Antelope Valley products

Name: RUBEN DIAZ

Title: OWNER

Date: 7-01-23

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

NON-COLLUSION AFFIDAVIT


To be executed by bidder and submitted with bid

I, RUBEN DIAZ (Name of authorized signer), declare that I am the
PASSIONATE ANTELOPE VALLEY PRODUCE (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.

7-01-23

Date



Authorized Signature

**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: 07-01-23

CONTRACTOR Antelope Valley Produce

BY: 
Authorized Signature



Agenda Item Details

Meeting	Jun 12, 2023 - Regular Board Meeting and PINCO Meeting
Category	12. Consent Agenda - Category: Business Services
Subject	D. Food Serviced: Extension of RFP #01/22-23 on behalf of the Antelope Valley Buying Co-operative.
Type	Action (Consent)
Dollar Amount	600,000.00
Recommended Action	It is recommended that the Board of Trustees approve the extension of RFP #01/22-23 for fresh produce to Antelope Valley Produce Company.

Submitted by:

Joseph Cook, Food Services

Summary Statement:

Food Services solicits and manages on behalf of Districts in the Antelope Valley to facilitate the effective purchase of fresh produce for all of the local District's meal programs. Under the terms of RFP #01/22-23, Antelope Valley Produce has provided quality fresh produce and customer service with consistent reasonable-competitive pricing. Agreement language provides for up to two, one-year extension options based upon mutual agreement of both parties.

Each District(s) that comprise the Antelope Valley School Buying Cooperative is responsible for establishing its own account(s) with Antelope Valley Produce and are responsible for honoring all financial obligations and terms under the agreement.

Budget Implications:

Based on purchases made through the current year, Food Services is projecting a budget \$600,000.00 for fresh produce in SY 2023-2024.

Recommended Action:

It is recommended that the Board of Trustees approve the extension of RFP #01/22-23 for fresh produce to Antelope Valley Produce Company.

06-12-23 - AV Produce Extension.pdf (266 KB)

Motion & Voting

The Board of Trustees approve the Consent Agenda, as presented.

Motion by Carla Corona, second by Miguel Sanchez IV.

Final Resolution: Motion Carries

Aye: Carla Corona, Charles Hughes, Jill McGrady, Miguel Sanchez IV, Donita J Winn