



DATE MAY 15, 2022

**REQUEST FOR PROPOSAL
FRESH PRODUCE
#01/22-23**

The Antelope Valley Union High School AVUHSD (AVUHSD) hereby requests responses for the cooperative purchasing of fresh produce for participating school AVUHSDs of the Antelope Valley area commencing July 1, 2022 Through June 30, 2023 with the option of two one-year extensions.

This package consists of: Instructions, Submittal Check-off List, Bidding Requirements, Special Conditions, "Best Value Point System" and the NSD Division Management Bulletin #USDA-SNP-13-2009 Informational Pages

Required Signatures on the following forms:

Bid Form, Bid Signature Page and Additional Terms & Conditions

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 cooperative. Representative Districts in this purchasing cooperative include, but are not limited to: Palmdale School District, Westside Union Elementary School District, Eastside Elementary School District, Keppel Union School District, Wilsona School District, and Lancaster School District. The AVUHSD reserves the right to award the bid all or in part based on best overall pricing and Best Value Point System score on acceptable product, performance, serviceability and minimum requirements. Responses are to be submitted to the Food Service Department no later than **10:00 A.M., JUNE 3, 2022**, according to the Food Services dedicated time clock for that purpose.

For the response to be considered valid you are required to have all of the following information noted on the envelope as directed; bid must be submitted in a sealed envelope with the respondent's name & address, bid number and name of bid listed. If not presented in person, the above envelope with all the above information must be sent in a separate envelope, sealed, within. No bid will be accepted after the noted day and time and will be returned unopened to the respondent.

If there are any questions regarding this solicitation, please contact Joe Cook at:

jcook@avhsd.org or (661) 948-7655.

Submit responses to: AVUHSD Food Services
176 Holston Drive
Lancaster, CA 93535

RESPONSE INSTRUCTIONS

1. **Preparation of Bid Form:** 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 bid 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 respondent's name & address, bid number and name of bid 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 bid received after the scheduled opening time for receipt of responses will be returned to the respondent unopened. Responses shall remain open and valid and subject to acceptance for thirty 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 showing the firm's name by an authorized officer or employee. Please include a signature in all places designated.
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 bid.
4. **Withdrawal of Responses:** Responses may be withdraw 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 bid which, in its opinion, is in the best interest of the AVUHSD. 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 bid.
6. **"Best Value Point System":** The AVUHSD will use the "Best Value Point System" (100 points possible to the 3 lowest respondents) to award responses. New product samples should be submitted only upon request by the AVUHSD. Also included in scoring the NSD Division Management Bulletin #USDA-SNP-13-2009.

BID 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 BID PACKET. (THIS IS A REQUIREMENT UNDER SPECIAL CONDITIONS, #5 FOR A COMPLETE BID PACKET TO BE CONSIDERED FOR AWARD OF RESPONSES.)

Signatures Required On the Following Forms in Purchased Compliant Snack Items - Packaged Bid:

<input type="checkbox"/> Bid Form	
<input type="checkbox"/> Bid Signature Page	
<input type="checkbox"/> Buy American Provision Declaration	(Document 1 page)
<input type="checkbox"/> Non-Collusion Affidavit Language	(Document 1 page)
<input type="checkbox"/> Alcohol Beverage & Tobacco Free Campus Policy	(Document 1 page)
<input type="checkbox"/> Certificate Drug Free Workplace	(Document 1 page)
<input type="checkbox"/> Notice to Contractors - Department of Justice Clearance	(Document 1 page)
<input type="checkbox"/> Certification and Disclosure Statements-Mgmt. Bulletin #98-113	(Document 10 pages)

BIDDING REQUIREMENTS

The AVUHSD and participating cooperative members will consider purchasing fresh produce for the period commencing July 1, 2022 through June 30, 2023, from the company that meets the following requirements:

All products must conform to the provisions and specifications set forth in the Federal, State and County Laws for their production, handling, processing, marketing, and labeling. ITEMS OTHER THAN FRESH PRODUCE WILL NOT BE CONSIDERED FOR AN AWARD IF AN APPROVED CURRENT NUTRITIONAL INFORMATION SPECIFICATION SHEET DOES NOT ACCOMPANY THE BID PRICE, including information regarding no artificial trans fats.

Merchandise shall be delivered fresh to each of the school cafeterias in the Cooperative: AVUHSD, Palmdale School District, Westside Union Elementary School District, Eastside Elementary School District, Keppel Union School District, Wilsona School District, and Lancaster School District.

The bid price(s) will be based upon the Los Angeles Wholesale Fruit & Vegetable Report for January 4, 2021, as listed on the Bid Form. A dollar mark-up and price is to be offered based upon the published prices listed. Your percentage mark-up will be valid for one (1) year.

Prices shall be based on the Monday issue of the Los Angeles Wholesale Fruit & Vegetable Report for all deliveries occurring that week. The awarded respondent will fax or e-mail each AVUHSD a copy of the Los Angeles Wholesale Fruit and Vegetable Report each Monday. Prices for processed items will be held firm, for a minimum of one month. Price revisions must be received by each AVUHSD's Food Service Office a minimum of seven (7) days prior to price adjustments. AVUHSDs reserve the right to seek additional quotes in the event of a price increase that exceeds five percent (5%).

The units and prices used on the invoices will be those taken from the Los Angeles Wholesale Fruit & Vegetable Report, or your cost, whichever is lower.

Distributors will be required upon request to submit a copy of the invoice for the distributor's purchase of items which are ordered that are or are not listed on the Los Angeles Wholesale Fruit & Vegetable Report. The AVUHSD's have the right to audit distributor's purchase invoices.

The internet address for the Los Angeles Wholesale Fruit & Vegetable Report in the USDA AMS Fruit and Vegetable Programs website at, <http://www.ams.usda.gov/fv/mncs/hcw.pdf> Where the "mostly" market prices are given as a price range, the price will be the average price for the range.

Questions Pertaining to this Quote

Respondents are encouraged to call AVUHSD's Food Services Department for clarification should there be any questions on the proper method of completing this quote.

Joe Cook, Director Food Services, jcook@avhsd.org (661) 575-1052 or
Christina Reynolds, Assistant Director Food Services, creynolds@avhsd.org (661) 575-1053

It is understood and agreed that if written notice of the acceptance of this bid is mailed or delivered to the undersigned after the opening of the bid and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will perform in accordance with the bid as accepted.

LEGAL BUSINESS NAME ANTELOPE VALLEY PRODUCE INC

BUSINESS ADDRESS 206. W. NUGENT ST.
LANCASTER CA. 93535

BUSINESS PHONE 661- 942-5939

BUSINESS FAX 661- 948-5210

NAME OF AUTHORIZED RESPONDENT RUBEN DIAZ

SIGNATURE OF AUTHORIZED RESPONDENT 

DATE 6-2-22

PROMISED DELIVERY DATE _____
(If applicable)

SPECIAL CONDITIONS

1. **Agreement Period:** The AVUHSD/Cooperative will consider purchasing fresh produce commencing July 1, 2022 through June 30, 2023, with the option of two one-year extensions. The AVUHSD reserves the right to cancel any contract for unsatisfactory performance or poor quality. Responses may be accepted for all or individual school sites. The AVUHSD/Cooperative reserves the right to award all or none. Award of bid will be based on price and proximity of depot/sales outlet.
2. **Delivery Sites:** The school AVUHSDs to be served are: AVUHSD, Eastside School AVUHSD, Keppel School AVUHSD, Lancaster School AVUHSD, Palmdale School AVUHSD, Westside School AVUHSD and Wilsona School AVUHSD. Merchandise shall be delivered fresh to each of the sites. Additions to or deletions from the number of schools to be served by a vendor may be made at any time during the school year by notification in writing, by the AVUHSD.
3. **USDA and State Compliant Regulations and Recall Notification:**
 - (a) Items submitted must comply with California State Bill SB80, prohibiting use of foods containing 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) Items submitted must comply with all current and applicable interpretation of California Department of Education and USDA guidelines and provisions 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. All recall notification and expansion of a recall must be notified within twenty-four (24) hours to BOTH the AVUHSD Food Service Director (661-575-1052) and Assistant Director (661-575-1053).
4. **Pricing – Notations:** All prices and quotations should be shown in ink or typewritten. Errors may be crossed out and corrections made adjacent thereto, but should be initialed in ink by the person signing the bid. Prices should be stated in units of quantity specified, with all packaging and delivery included. Prices and quantities are to be listed as an aggregate value as items are listed on the bid form. A unit shall consist of an individual item. Quote on each item separately. No adjustment will be made for vendor unit price error. Prices shall be firm for the period of coverage stated in this bid (*note – see subheading PRICE INCREASES below).

Pricing - Procedure: In consideration for the price offered by the respondent on the enclosed bid form, the AVUHSD/Cooperative agrees, if this bid is accepted in full or part by the AVUHSD, to purchase all of its requirements for said commodity from the successful respondent for the life of this agreement. Prices are maximum for the period of this agreement (*).

SPECIAL CONDITIONS – PAGE 2

In the event of a price decline or should the respondent at any time during the life of this agreement sell the same materials or services under similar conditions to the State of California, or any county, municipality or legal AVUHSD of the State of California at prices below those stated herein, such lower prices are to be immediately extended to the AVUHSD.

Pricing - Increases: (*) The successful Vendor shall agree to negotiate any price change it requests and to supply the AVUHSD/Cooperative with adequate pertinent documentation to support any price change requested. Vendors should note that no price changes can be effective until the request for the price change, with supporting documentation, has been accepted by the Food Services Department. Until the change has been accepted, the vendor must continue to accept orders with the original quoted price, terms and conditions.

5. Ability to Supply: Quote prices only if merchandise can be obtained and delivered on specified delivery dates. Item bid shall be considered binding. AVUHSD shall have the option to collect a default penalty of (a) ten percent (10%) of the bid price value of the defaulted items ordered but not delivered as specified, or (b) the difference between the bid 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 respondents. Vendors should confirm their inventories and suppliers before bidding.
6. 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. The cooperative 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 bid or to the sample submitted by the vendor. All articles so rejected shall be promptly removed from the premises at the vendor's expense.
7. 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, minimum weight per drop, or minimum dollar value per drop. If minimum quantities are not a condition of bid pricing, please state. Minimums are included in the criteria for awarding of bid in the Best Value Point System.
8. Quantities: Quantities listed are minimum approximate quantities expected to be ordered during the period of the bid by the cooperative per year. Inclusion on the Bid Form does not necessarily constitute an offer to buy.
9. Default: In case of default by vendor, vendor hereby agrees that the AVUHSD may procure the articles or services from other sources. Any school AVUHSD may, by written notice of default to the Contractor, 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 Contractor shall be liable for any differences in cost between agreed price and price paid to an alternate contractor, including expenses incurred to make alternate purchases. Should AVUHSD(s) bring suit against defaulter and prevail in such action, defaulter shall pay all reasonable attorney fees and other expenses for such litigation.
10. Award of bid: AVUHSD 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 bid. Responses may be accepted for all or individual school sites. The AVUHSD reserves the right to award all or none. Award of bid will not be based solely on lowest bid price, but on a combination of factors used to determine the lowest acceptable cost of service based on price, Best Value Point System and performance.

SPECIAL CONDITIONS – PAGE 3

These shall include, but shall not be limited to, ability to deliver as specified; customer service, previous performance, and compliance to General Conditions and Product Specifications. The AVUHSD reserves the right to make allocations for service in the best interest of the AVUHSD. THIS IS AN ALL OR NOTHING BID. THE ENTIRE BID WILL BE AWARDED AS A LOT. RESPONSE MUST INCLUDE PRICING ON ALL ITEMS TO BE CONSIDERED FOR AWARD.

11. Rejection Rights: The AVUHSD/Cooperative reserves the right to reject any or all responses for any item or group of items and to waive informalities or irregularities contained in this bid.
12. Modification, Alteration Or Partial Responses: No additions, alterations, or conditions other than those requested in this proposal will be permitted. The restatement, modification, or alteration of any part of this proposal may void the bid. No modification of any bid submitted orally, electronically, or by telephone will be considered. Modifications submitted in writing may be considered only if the postmark evidences that the modification document, duly signed by the respondent, was placed in the mail prior to the opening of the responses.
13. Applying Geographic Preferences in Procurement: In awarding responses AVUHSD shall comply with the State of California Department of Education Nutrition Services Division Management Bulletin #USDA-SNP-13-2009, applying geographic preferences in procurement.
14. Bid Terms: All respondents are expected to conform to the terms and conditions of the specific bid request on behalf of the AVUHSD. No award consideration will be given to any potential respondent for delivery frequency, minimum/maximum quantities beyond requested specifics nor will the AVUHSD recognize any surcharges for any service or commodity beyond those specifically identified by the AVUHSD in its invitation to respondents. Failure to adhere specially to all bid elements or the addition of service components beyond those called for by the AVUHSD may invalidate any bid submitted.
15. Signature: The Bid Form shall be signed by the respondent if he/she is an individual, by a partner if the respondent is a partnership, or by an officer of the bidding firm who has the legal and just authority to sign on behalf of the corporation if the respondent is a corporation
The bid must be signed in the name of the respondent and must bear the signature of the person or persons duly authorized to sign the bid on behalf of the respondent. Electronic signature is acceptable.
16. Assignment of Contract: The successful respondent 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. Notice is hereby given that AVUHSD will not honor any assignment made by the contractor unless consent in writing, as indicated above, has been given.
17. Hold Harmless Clause: The supplier shall hold harmless and indemnify the AVUHSD, its individual schools, 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.

SPECIAL CONDITIONS – PAGE 4

(c) Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process, or patented or unpatented invention in the performance of the services called for under the contract.

(d) The supplier, at his own expense and risk, shall defend any legal proceeding that may be brought against AVUHSD/Cooperative its individual schools, their officers and employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

18. Order and Delivery Procedures: Time and manner of delivery are essential factors in proper performance under the contract. The supplier shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery F.O.B. to school sites. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip.

All orders will be placed directly by the individual school AVUHSDs or their sites. Deliveries are to be made as required by the ordering process at each school site, but not less than two times per week per individual site. The deliveries shall be made before 11:00 A.M.: Receiving signature from authorized Food Services staff is required. The individual receiving the products will inspect items for acceptability. Any item not meeting the specifications will be refused. An invoice or delivery slip will be left with each delivery at each site. Delivery vehicles are to be equipped so that a proper state of sanitary conditions is maintained at all times. Delivery vehicles must be free of any type of infestation. A tentative AVUHSD calendar for the 2015–2016 school year and delivery site information is provided with this bid. Additions to, or deletions from, the list of schools to be served may be made at any time during the period of coverage; AVUHSD will notify Awardee with 30 days' notice in writing. Delivery schedules are to be prearranged with the Food Service Director for each individual AVUHSD.

19. Inspection and Acceptance: Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Contractor at no cost to the cooperative. Failures to replace items not meeting the bid specifications and/or defective items shall be considered sufficient cause for default action under the DEFAULT provision of the Agreement.
20. Billing Instructions, Invoices and Payments: All invoices shall be submitted to the individual school AVUHSDs and shall contain the following information: 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 the AVUHSDs. Terms are net 30. Statements are to be sent on a monthly basis to applicable cooperative School AVUHSDs. Payment shall be reconciled to monthly statement and delivery tickets signed by authorized Food Services employees at time of delivery (see General Condition entitled "Order and Delivery Procedures").
21. Quality:
- A. Produce must be fresh and have been held at a proper temperature.
 - B. Produce must have been properly stored.
 - C. Produce must be free from any type of infestation.
 - D. Produce must hold to the minimum standards called for in the specifications.
 - E. Produce must be of a viable quality for consumption.
 - F. Produce must be of uniform shape as is reasonably possible.
 - G. Produce must be of uniform size as is reasonably possible.

SPECIAL CONDITIONS – PAGE 5

- H. In the event of off-flavor, bruised, rotted, moldy, old or damaged products, provisions must be made for pick-up, exchange, and issuance of proper credit.
- I. Packages of prepared produce are to have a clearly marked date indicating the date the product was processed.
- J. Boxes containing packages of processed produce are to be labeled with the item that is in the box.

All materials, supplies or services furnished under the contract shall be in accordance with the AVUHSD's specifications. Materials or supplies which, in the opinion of the Cafeteria Managers, are not acceptable or in conformity with the specifications or equal to the AVUHSD's expectations, shall be rejected and promptly removed from the AVUHSD's premises at the supplier's expense. When a sample is taken from a shipment and sent to a laboratory for tests and the test shows that the sample does not comply with the specifications or contract, the cost of such tests shall be paid by the supplier.

The successful respondent shall comply with all federal, state and local laws, regulations, or orders applicable to the purchase, manufacture, processing and delivery of all items covered by his bid. The AVUHSD may request copies of any plant or product inspections or analysis.

- 22. Sanitation Requirements: All products shall be handled in accordance with the best sanitary practices. Processing plants and staging areas shall meet the highest standards of sanitation. Employees and equipment must meet the provisions that will assure clean, sound, and sanitary product. Processing and staging areas must meet State and County Health requirements. Sanitation standards will be monitored throughout the contract period.
- 23. Product Samples: Vendors may be asked to provide samples or to demonstrate some or all of the items quoted.
- 24. Substitutions: It is recognized that occasionally substitutions may be necessary to affect a timely delivery. In these cases, only substitute items of equal or higher value will be accepted, and then at no additional cost to the AVUHSD/Cooperative. Approval must be obtained from the AVUHSD/Cooperative before substitutions are made.
- 25. Acting Agent: The Items Covered By This Bid, Are Being Bid By The AVUHSD Acting As The Agent For The Antelope Valley School AVUHSDs For This Bid.

THE QUANTITIES GIVEN ARE AN ESTIMATE OF THE APPROXIMATE USAGE AND SHALL BE ACCEPTED ON A LINE BASIS. THE USAGE WILL VARY DEPENDING ON PRICING AND VOLUME AT THE TIME THE RESPONSE IS SUBMITTED. INCLUSION ON THE BID FORM DOES NOT NECESSARILY CONSTITUTE AN OFFER TO BUY.

THE RECCOMENDATION(S) OF THE FOOD SERVICES DEPARTMENT SHALL BE PRESENTED TO THE BOARD OF THE AVUHSD AT THEIR MEETING SCHEDULED FOR JUNE 13, 2022 AT 5:00PM.

Best Value Point System

The AVUHSD has chosen to implement the Best Value scoring method to make awards. The following scoring system will be used in determining which of the three lowest respondents will most closely meet the best interests of the AVUHSD. Of the five criteria, there is a possible total score of 100 points.

1. Cost:

Lowest cost may be based on individual line items or may be determined by total cost of all line items bid multiplied by total anticipated usage for each item.

Lowest Respondent = 50 points

Second Lowest = 40 points

Third Lowest = 30 points

2. Flavor & Quality:

Scoring is based on samplings and viewings from requests for samples. These ratings will be the opinions of attending Cooperative members at the bid award meeting.

Rated Best = 20 points

Rated 2nd Best = 15 points

Rated 3rd Best = 10 points

3. Past Performance & Reliability:

Orders are considered late if requested lead time was given at time order was placed but product either fails to arrive at the schools or arrives later than specified times.

Vendors which have prior AVUHSD experience:

If less than 15% of orders received throughout the school year were either late, short of product or contained an unacceptable amount of damaged/compromised product = 10 points

If 15%-29% of orders received throughout the school year were either late, short of product or contained an unacceptable amount of damaged/compromised product = 5 points

If 30% or more of orders received throughout the school year were either late, short of product or contained an unacceptable amount of damaged/compromised product = 0 points

Vendors which have no prior AVUHSD experience:

Will be given a score = 5 points

4. Reasonable Minimums & Lead Times:

If AVUHSD feels the minimum requirements and lead times will be acceptable for the item(s) being bid = 10 points

If AVUHSD feels the minimum requirements and lead times will not be acceptable for the item(s) being bid = 0 points

5. Proximity:

For manufacturing plants and/or storage locations within 50 miles of the Antelope Valley proper = 10 points

For manufacturing plants and/or storage locations greater than 50 miles of the Antelope Valley proper = 5 points

Applying Geographic Preferences in Procurement

Nutrition Services Division Management Bulletin		
Policy	Action Required	Beneficial Information
To: School Nutrition Program Sponsors		Number: USDA-SNP-13-2009
Attention: Food Service Director, Business Official, AVUHSD and County Superintendents		Date: August 2009
Subject: Applying Geographic Preferences in Procurement		
References: National School Lunch Act, 42 <i>United States Code</i> , Section 1758(j); United States Department of Agriculture Policy Memo-SP-30-2008		

This Management Bulletin provides information on a change in federal law that encourages School Food Authorities (SFAs) operating the School Nutrition Programs to purchase unprocessed, locally grown and locally raised agricultural products.

As amended, the National School Lunch Act (NSLA) allows SFAs receiving funds through the Child Nutrition Programs to apply a geographic preference when procuring unprocessed, locally grown or locally raised agricultural products. This applies to operators of all of the School Nutrition Programs, including the National School Lunch Program, School Breakfast Program, and Special Milk Program.

While the statute permits SFAs to apply a geographic preference to the maximum extent practicable and appropriate, it does not require them to purchase locally grown and locally raised agricultural products, or to apply a geographic preference in their procurements of these products. Moreover, states cannot require through law or policy that SFAs apply a geographic preference when conducting these procurements, because the NSLA grants this authority directly to SFAs.

The SFA responsible for the procurement has the discretion to determine whether and how a geographic preference meets its needs. Additionally, the procuring SFA may define the area for any geographic preference (e.g., state, county, region, etc.).

Geographic preference may **only** be applied to the procurement of agricultural products that:

- Are unprocessed
- Are locally grown and locally raised
- Have not been cooked, seasoned, frozen, canned, or combined with any other products

The term “unprocessed” refers to agricultural products that do not have significant value added components. Unprocessed agricultural products may include:

- Those that require minimal handling and preparation that might be necessary to present an agricultural product to a sponsor in usable form, such as washing vegetables, bagging greens, butchering livestock and poultry, pasteurizing milk, and putting eggs in a carton
- A minimal amount of preservatives on locally grown produce, which may be needed for the purpose of preventing spoilage

It is also important to note that all milk served in the School Nutrition Programs must be pasteurized and meet State and local standards. Pasteurized milk is the only dairy product for which geographic preference may be applied.

While an SFA may use a geographic preference to encourage the purchase of locally grown and locally raised products, this provision does not eliminate the requirement for procurements to be conducted in a manner that allows for free and open competition, consistent with the sponsor’s responsibility to be responsible stewards of federal funds.

If you have any questions or would like assistance in preparing bid documents and contracts, please contact Eric Burnette, School Nutrition Programs Specialist, at 916-322-1641 or by e-mail at eburnette@cde.ca.gov.

RFP#01/22-23

RESPONSES DUE

JUNE 3, 2022 10:00 A.M.

BID SIGNATURE PAGE - REQUIRED

VENDOR: ANTELOPE VALLEY PRODUCE INC.

THE UNDERSIGNED HEREBY PROPOSES AND AGREES TO FURNISH AND DELIVER THE GOODS OR SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS, SPECIFICATIONS AND PRICES HEREIN QUOTED.

TERMS: _____ % _____ DAYS

FIRM NAME ANTELOPE VALLEY PRODUCE INC. PHONE 661-942-5939

206 W. NUGENT ST. LANCASTER CA. 93535
ADDRESS CITY STATE ZIP CODE

BY:  RUBEN DIAZ
SIGNATURE IN INK TYPEWRITTEN NAME

TITLE/POSITION PRESIDENT

BID NOT ACCEPTABLE UNLESS SIGNED BY FIRM MEMBER OR AUTHORIZED OFFICER.

DO NOT USE PENCIL. ERASURES OR STRIKE OVERS WILL NOT BE ACCEPTED.

SIGNED SPECIFICATION AND NUTRITIONAL INFORMATION SHEETS WITH CURRENT DATE MUST ACCOMPANY THE BID.

RFP#1/22-23

ADDITIONAL TERMS AND CONDITIONS

REQUIRED SIGNATURE PAGE

1. Respondents shall indicate the guaranteed lead time, with a maximum of one (1) week, for delivery of product, defined as time from receipt of order until goods are available for dispatch from the point of origin. If no lead time required, please indicate.

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

NEED 24 HOURS TO 48 HOURS TO PUT YOUR
ORDERS IN, 1 OR 2 WEEKS FOR SPECIAL ORDERS


Required Information: Signature

Date

2. Respondents shall indicate all order placement requirements including:

- Minimum weight and/or case quantity requirements for individual items and total order
- If no requirements, please indicate.

5 CASES MINIMUM FOR DELIVERY


Required Information: Signature

6-2-22
Date

AVUHSD RESPONSE FORM – FRESH PRODUCE

Show Firm Name & Address in this space:

RFP #01/22-23

ANTELOPE VALLEY PRODUCE INC
206. W. NUGENT ST.
LANCASTER CA. 93534

<u>Item No.</u>	<u>Estimated Purchased Units</u>	<u>Item and Description</u>	<u>Pack</u>	<u>Cost from LAWFVR Week of 1/4/2021</u>	<u>Dollar Mark-up</u>	<u>Unit Price</u>
1	4,500	Apples, 125 count, tray pack GALA	Tray Pack	26.00	3.50	29.50
2	600	Apples, 138 count, tray pack	Tray Pack	25.00	3.50	28.50
3	10	Avocados, indiv. 60s, purchased by each	Each	1.20	.10	1.30
4	7,000	Bananas, petite 150's	Box	17.00	3.50	20.50
5	200	Broccoli, crown cut, purchased by #	Lb/ 20#Carton	.80	.25	1.05
6	500	Cantaloupe, 12's, purchased by each	Each/ 1/2 Carton	1.08	.34	1.42
7	100	Carrots, whole med-lg, purchased by 2# bag mostly 1#	2 lb 1 LB	.83 .42	.21 .10	1.04 .52
8	45,000	Carrots, baby peeled, purchased by 1# bag	1 lb	.87	.13	1.00
9	60	Celery, whole bunch, purchased by each	Each	1.29	.21	1.50
10	400	Cilantro, 30's, bunch, purchased by each	Each	.47	.17	.64
11	2,300	Cucumbers, whole, seeded, 36's, purchased by each	Each	.39	.11	.50
12	1,200	Grapes, red, seedless, purchased by #	Lb/18 lb/ Container	33.00	3.50	36.50
13	1,200	Grapes, green, seedless, purchased by #	Lb/18 lb/ Container	33.00	3.50	36.50
14	200	Honeydew melon, whole 5's, purchased by each	Each/ 2/3 Carton	2.60	.80	3.40
15	250	Kiwi, whole, bulk 1 layer flat 27's, purchased by each	19.8 # Each/ Flat	34.00	3.50	37.50
16	100	Lemons, 115's, purchased by each LBS	LBS Each/ Flat	.75 LBS	.24	.99 LBS

<u>Item No.</u>	<u>Estimated Purchased Units</u>	<u>Item and Description</u>	<u>Pack</u>	<u>Cost from LAWFVR Week of 1/4/2021</u>	<u>Dollar Mark-up</u>	<u>Unit Price</u>
17	250	Lettuce, iceberg, whole head, 24's purchased by each	Each	.67	.17	.84
18	700	Lettuce, romaine, 24's, purchased by each	Each	.67	.17	.84
19	600	Nectarines, whole, 72's	25# Carton	26.00	3.50	29.50
20	75	Onion, yellow, med. whole, purchased by #	50 lb Sack	.38	.10	.48
21	250	Onion, green, 48's sml, purchased by bunch	48/ Bunch	.25	.11	.36
22	4500	Oranges, size 113	Case	31.00	3.50	34.50
23	125	Oranges, size 138	Case	31.00	3.50	34.50
24	400	Peaches, whole, 42's, 2 layer ONLY 64, 72, 80	2 layer Tray-pak	26.00	3.50	29.50
25	1,000	Pears, Bartlett, whole, 120's	Case	33.00	3.50	36.50
26	450	Bell Peppers, medium, purchased by each LBS	Each/ 1/9 Bushel	.84 LBS	.21	1.05 LBS
27	10	Pineapple, whole, 8's, 7"	Each	2.00	.57	2.57
28	100	Radishes, whole 48's, purchased by bunch	Cartons/ Bunch	.50	.09	.59
29	100	Squash, zucchini, whole, LBS small-med, purchased by each	LBS Each/ 2/3 Bushel	.77	.23	1.00 LBS
30	1,300	Strawberries, flats 12 1 pt. baskets, med-lrg, purchased by flat or 1/2 flat	Flat/12/ 1 Pt. Baskets	14.00	3.50	17.50
31	1,000	Tomatoes, 6X6, 2 layer lug, purchased by # 25 * 80X	25 * 80X Lugs/ 2 Layers	17.00 .68 LBS	3.50 .14	20.50 .82 LBS
32	300	Tomatoes, Cherry, Red, flats 12 1 pt. baskets, purchased by flat or 1/2 flat	Flat/12/ 1 Pt. Baskets	15.00	3.50	18.50
33	250	Tomatoes, Grape, Red, flats 12 1 pt. baskets, purchased by flat or 1/2 flat	Flat/12/ 1 Pt. Baskets	14.00	3.50	17.50
34	800	Watermelon, seedless, whole, 5's, purchased by #	1 lb	.37 LBS	.10	.47

The following items are pre-cut fruits & vegetables; cleaned & washed; pre-bagged, ready to serve:

<u>Item No.</u>	<u>Estimated Purchased Units</u>	<u>Item and Description</u>	<u>Pack</u>	<u>Unit Price Delivered</u>	<u>Notes: Shipper/Brand Name</u>
35	9,500	Apples, Sliced Individually Packaged ½ Cup Portion	100 Ct	32.00	FRESH INNOVATION
36	7,500	Broccoli, Flowerets, purchased 3# bag 5# 8465	3-5# bags Case 4/3# bags	38.10 CASE 2.54 LB.	CONTINENTAL
37	350	Cabbage, Green, Shredded, purchased 5# bag	5 lb	5.75 1.15 LBS	CONTINENTAL
38	50	Cabbage, Red, Shredded, purchased 5# bag	5 lb	9.25 1.85	CONTINENTAL
39	100	Carrots, Shredded, purchased 5# bag	2 lb 5 LB	- 2.70 - 6.75	CONTINENTAL
40	5,500	Carrots, Sticks, 4" sticks, purchased 5# bag	5 lb	- 10.95 - 219 LBS	CONTINENTAL
41	400	Cauliflower, Florets, purchased 5# bag	5 lb	- 12.70 - 2.54 LBS	CONTINENTAL
42	100	Celery, Diced, purchased 5# bag	5 lb	- 11.70 2.34 LBS	CONTINENTAL
43	8,000	Celery, Sticks, 4" sticks, purchased 5# bag	5 lb	- 12.70 - 2.54 LBS	CONTINENTAL
44	3,500	Cole Slaw, Bagged, Ready to Mix, purchased 5# bag	5 lb	5.95 - 1.19 LBS	CONTINENTAL
45	400	Jicama, Sticks, 4" sticks, purchased 5# bag	5 lb	- 14.70 2.94 LBS	CONTINENTAL
46	4,000	Romaine Lettuce, Chopped, purchased 6/2# bags 4-5# 8465	6/2# bags 4-5#	- 44.00 - 2.20 LBS	CONTINENTAL
47	4,000	Romaine Lettuce, Chopped, purchased 2# bag	2 lb	4.40 2.20 LBS	CONTINENTAL
48	10,000	Salad Mix, 3-way, small cut, to include: Iceberg lettuce, red cabbage, carrot, purchased 5# bag	5 lb	- 6.40 1.28 LBS	CONTINENTAL
49	350	Salad Mix, 4-way, small cut, to include: Iceberg lettuce, romaine lettuce, red cabbage, carrot, purchased 5# bag	5 lb	- 6.65 1.33 LBS	CONTINENTAL
50	110	Spinach, triple cleaned, 2.5# bags, purchased 5# bag 2.25 BAG	4/2.5 lb	18.00 CASE 4.50 BAG	THE SALIX FARM.

51	150	Veggie Mix: Asian Mix includes: red & green bell pepper, red onion, snow peas, purchased 5# bag	5 lb	10.75 2.15 LBS	CONTINENTAL
52	150	^{STIR FRY} Veggie Mix include: Stir Fry Mix includes: Napa cabbage, onion, Bok Choy, snow peas, celery, purchased 5# bag	5 lb	- 10.50 2.10 LBS	CONTINENTAL
53	800	Veggie Mix include: Fajita Mix includes: red & green bell pepper, onions, purchased 5# bag	5 lb	11.50 2.30 LBS	CONTINENTAL
54	20	Zucchini Sticks, purchased 5# bag	5 lb	10.50 2.10 LBS	CONTINENTAL

The following items are pre-packaged tortillas:

55	7,750	Tortillas, Whole Grain Flour, 10" 1 dozen packaged	Dozen	3.10 2.70 RD	LA FONTALEZA
56	7,750	Tortillas, Whole Grain Flour, 6" 1 dozen packaged	Dozen	2.00	LA FONTALEZA
57	300	Tortillas, Whole Grain Corn, 6" 1 dozen packaged	Dozen	2.10	LA FONTALEZA

DURING THE TERM OF THIS CONTRACT, ADDITIONS, DELETIONS OR PRICE ADJUSTMENTS WILL BE ALLOWED ONLY UPON WRITTEN AUTHORIZATION OF THE FOOD SERVICES OFFICE OF THE AVUHSD. PRICE INCREASES REQUIRE WRITTEN VERIFICATION. ALL PRICE CHANGES MUST BE SUBMITTED 30 DAYS PRIOR TO IMPLEMENTATION IN WRITING TO THE FOOD SERVICES OFFICE.

RFP #01/22-23, FRESH PRODUCE
Friday, June 3, 2022 10:00 AM

Response(s) received and opened by: Joe Cook _____ Alex Foster _____

CHILD NUTRITION AND FOOD DISTRIBUTION DIVISION

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- 98-02, 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 respondent 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 respondent to sign the certification statement and submit it with any bid. The SFA may rely upon the certification statement submitted by a respondent unless it is known to be erroneous. In such a case, the SFA should contact the State agency for confirmation of the respondent'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.

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998

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 responses 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 responses 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 PRESIDENT
Printed Name Title

 6-2-22
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 lower 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
(See reverse for public burden disclosure)

1. 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 AVUHSD, if known:		<input type="checkbox"/> If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional AVUHSD, if known:	
<input type="checkbox"/> Federal Department/Agency:		<input type="checkbox"/> Federal Program Name/Description: CFDA Number, if applicable:	
<input type="checkbox"/> Federal Action Number, if known:		<input type="checkbox"/> Award Amount, if known: \$ _____	
<input type="checkbox"/> 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)			
<input type="checkbox"/> Amount of Payment (check all that apply): \$ _____ actual planned		<input type="checkbox"/> Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred Other; specify: _____	
<input type="checkbox"/> Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____			
<input type="checkbox"/> 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: _____

Title: _____

Telephone No: (661) 942-5939 Date: 6-2-22

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 AVUHSD, 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 AVUHSD, 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., "RFP-DE-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, specify 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. Identify 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 subaward exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients 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:SNP:LOBBYING CERT

Notice to all Contractors and Subcontractors

Subject: Employment Clearance - Department of Justice

Background Clearance is required for all school AVUHSD 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.]

OUTSIDE CONTRACT SERVICES - EMPLOYEES OF ENTITIES, REQUIREMENTS

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 AVUHSD 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 AVUHSD.

The above requirements apply to all contractors and subcontractors providing services to the **AVUHSD**.

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH BID CERTIFICATE

I hereby certify that my company Antelope Valley Produce 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.



Authorized Signature

6-2-22

Date

AVUHSD

**CONTRACTOR'S CERTIFICATE REGARDING
DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful respondents 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 AVUHSD 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: 6-2-22

CONTRACTOR: ANTELOPE VALLEY PRODUCE INC

BY: 
Authorized Signature

AVUHSD

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

The Contractor agrees that it will abide by and implement the AVUHSD's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on AVUHSD-owned or leased buildings, on AVUHSD property and in AVUHSD 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 times.

DATE: 6-2-22

CONTRACTOR: ANTELOPE VALLEY PRODUCE INC.

BY: 
Authorized Signature

AVUHSD

NON-COLLUSION AFFIDAVIT

To be executed by respondent and submitted with bid

I, RUBEN DIAZ (Name of authorized signer), declare that I am the
PRESIDENT (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 respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put on a sham bid, or that anyone shall refrain from bidding; that the respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, 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 respondent 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.

6-2-22
Date

Ruben Diaz
Authorized Signature



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 PINCO. Any decisions to accept product that does not meet the Buy American Provision shall be at the discretion PINCO.

We AV Produce (Vendor'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
<u>Fresh</u>	<u>Produce</u>	

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

Vendor Representative

By: Antelope Valley Produce INC

Name: Ruben Diaz

Title: President

Date: 6-31-22

5:09 PM

05/28/22

Continental Processors

Antelope Price List

All Transactions \$/lb

Item	Description	ANTELOPE ...
BROCCOLI:911 Florets	Broccoli Florets	2.19
BROCCOLI:913 Mini	Broccoli Mini Florets	2.39
BROCCOLI:918 Slaw	Broccoli Slaw	1.25
CABBAGE:304 Shred Pln	Cabbage Shredded Plain	0.76
CABBAGE:306 Carr & Red Cab	Cabbage with Carrots & Red Cabbage	0.81
CABBAGE RED:331 Shred	Cabbage Red Shredded	1.47
CARROTS:505 Slcd	Carrots Sliced Coin cut	0.94
CARROTS:508 Shrd	Carrots Shredded	0.94
CARROTS:510 Stk	Carrots Sticks	1.82
CARROTS (CASE):557 Short cut case	Carrots Baby 3 oz - 100/Case	18.95
CAULIFLOWER:921 Florets	Cauliflower Florets	2.19
CAULIFLOWER:921 Mini	Cauliflower Florets Mini	2.39
CELERY:603 Stk	Celery Sticks	2.19
CELERY:606 Stew	Celery Stew Cut	1.54
CELERY:608 Dic	Celery Diced	1.49
CILANTRO:705 Chop	Cilantro Chopped	3.45
CUCUMBER:941 Slcd	Cucumber Sliced	1.49
JICAMA:951 Stk	Jicama Sticks	2.59
KALE:751 Chop	Kale Chopped	2.45
LETTUCE:103 Shred	Lettuce Shredded	0.89
LETTUCE:111 1W Chp	1 Way Lettuce Chopped	0.89
LETTUCE:112 2W 50/50	2 Way 50/50	1.39
LETTUCE:113 3W	3 Way (No Romaine)	0.93
LETTUCE:117 4W Reg	4 Way Regular	0.96
LETTUCE:141 R Chop	Romaine Chopped	1.85
LETTUCE:141 R Shred	Romaine Shredded	1.85
LETTUCE:143 GL Chop	Green Leaf Chopped	2.35
LETTUCE:143 GL Filet	Green Leaf Filets	2.25
MIXES:700 Asian	Asian Mix	1.79
MIXES:701 Fajita	Fajita Mix	1.95
MIXES:706 Stir Fry Veg	Stir Fry Veg Mix	1.75
ONIONS:RED:221 Dic	Onions Red Diced	1.96
ONIONS:RED:222 Slcd	Onions Red Sliced	1.96
ONIONS:YELLOW:203 Dic	Onions Yellow Diced	1.22
ONIONS:YELLOW:205 Slcd	Onions Yellow Sliced	1.22
PEPPERS:GREEN BELL:401 Dic	Peppers Green Bell Diced	2.74
PEPPERS:GREEN BELL:402 Slcd	Peppers Green Bell Sliced	2.74
PEPPERS:RED BELL:411 Dic	Peppers Red Bell Diced	3.49
PEPPERS:RED BELL:412 Slcd	Peppers Red Bell Sliced	3.49
PEPPERS:YELLOW BELL:416 Dic	Peppers Yellow Bell Diced	2.65
PEPPERS:YELLOW BELL:417 Slcd	Peppers Yellow Bell Sliced	2.65
RADISHES:901 Clean	Radish Clean	2.45
RADISHES:902 Slcd	Radish Sliced	2.99
SQUASH:961 BN Dic	Butter Nut Squash Diced	1.95
SQUASH:961 YS Dic	Yellow Squash Diced	1.75
TOMATOES:978 Dic	Tomatoes Diced Tray	1.85
TOMATOES:979 Slcd	Tomatoes Sliced Tray	2.25
ZUCCHINI:932 Slcd	Zucchini Sliced	1.45
ZUCCHINI:932 Slcd 1/2 moon	Zucchini Sliced Half Moon	1.93

Product in trays add \$0.15/lb. Except for tomato, cucumber & fruit

Page 1

5:09 PM
05/28/22

Continental Processors
Antelope Price List
All Transactions \$/lb

Item	Description	ANTELOPE ...
ZUCCHINI:935 Stk	Zucchini Sticks	1.75

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of July, 2022, by and between the Antelope Valley Union High School District/Food Services, hereinafter called ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES and AV PRODUCE, hereinafter called the Vendor for RFP #01/22-23.

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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES 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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES.

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. ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES shall pay Vendor the full amount of each invoice within thirty (30) day of receipt. Vendor shall furnish ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES 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, ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES 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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES.

5. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES 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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES.

6. **ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES 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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES may apply such withheld amount to the payment of such claims, in its discretion.

7. ACCEPTANCE OF SPONSORSHIP: During the effective dates of signed Agreement, Vendor is required to comply with all line items specific to original award in ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES's compliance with USDA Commodity Management Policies and Member District's sponsorship of the National School Lunch Program. ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES will advise Vendor of any changes or revisions made in regulation guidelines impacting awarded items. In this event, ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES will allow thirty (30) days for Vendor to find a suitable replacement item related to nutritional content and cost. In the event Vendor cannot find an acceptable replacement after thirty (30) days, ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES reserves the right to purchase item(s) from an alternate source.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES and written consent thereto obtained.

8. TIME OF COMPLETION: The Vendor shall begin performance of the Contract promptly upon due execution and delivery to ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES 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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES 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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES 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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES. 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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES 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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES.

11. REMOVAL OF REJECTED ITEMS: All items rejected by ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES 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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES, 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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES.

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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES prevails in such suit, the Vendor shall pay all litigation expenses incurred by ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES, including attorneys' fees, court costs, expert witness fees and investigation expenses.

14. VENDOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES: 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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES'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 ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES 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: ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES reserves the right to reject any Request For Proposal which imposes conditions, or terms, on purchases, which were not specified in the original Request For Proposal document.

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

AV PRODUCE

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT/FOOD SERVICES

By RUBEN DIAZ

By [Signature]

Title PRESIDENT

Title Director, Food Services

Date 7-27-22

Date 7/28/22

Governing Board Date July 20, 2022