



**Request for Proposal
SC26-27
Beef, Chicken, Pork**

This document contains a Request for Proposal for providing LOCAL Beef, Pork and Chicken for Sandy Creek Central School Nutrition Program and including terms and conditions. This document, the Vendor's proposal, and any approved amendments or addendums to this document will constitute the contract between the Vendor and the School Food Authority (the SFA).

Legal Notice

Notice is hereby given that Sandy Creek Central School, hereinafter referred to as the the SFA, intends to contract with a local vendor. All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the interested party.

The SFA reserves the right to accept any proposal which it determines most favorable to the interest of the SFA and to reject any or all proposals or any portion of any proposal submitted which, in the SFA's opinion, is not in the best interest of the SFA.

The Offeror to this RFP will be referred to as the Vendor, and any contract that may arise from this Request for Proposal (RFP) will be between the Vendor and the the SFA.

Request for Proposal

The SFA will consider a proposal for fixed fee per pound only. The fixed fee per pound shall be inclusive of delivery and other services requested by the the SFA.

In accepting proposals, the SFA reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of the the SFA.

Offerors must submit a complete response to this Request for Proposal (RFP), including all certifications, for consideration as a responsive proposal.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law.

See standard terms and conditions below.

Proposal Submission and Award

Submit Competitive Proposals via email to:

Tracy Sullivan

Tracy.sullivan@sccs.cnyric.org

Submit Competitive Proposals via mail to:

Sandy Creek Central School Nutrition Department

124 Salisbury Street

Sandy Creek

New York/13145

Proposals must be submitted by:

Time: 3pm (proposals will not be accepted after this time)

Date: July 31, 2026

Mark proposal submitted as "Local Food Proposal, Sandy Creek School Nutrition Program".

To be considered, each Vendor must submit a complete response to this solicitation either using the forms provided, or email.

Awards will be made to the responsible party whose proposal is most advantageous to the program, with price and other factors considered (2 CFR 200.320).

A responsible Vendor is one whose financial, technical, and other resources indicate an ability to perform the services required.

The inclusion of any false or misleading information therein shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract.

The qualification data shall be submitted by each Vendor along with the proposal, and shall include information that Vendor is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments.

If additional information is requested, please contact Tracy Sullivan at 315-387- 3445 ext. 1602. Any additional information provided to one Vendor will be available to all.

Award Criteria:

Proposals will be evaluated by the the SFA committee based on the offer per pound and the criteria, categories and assigned weights as stated herein below (to the extent applicable).

Points	Criteria
	<p>Cost</p> <p>Vendor provides pricing that aims to develop a cost-neutral program for the school including vendor support.</p>
	<p>Service Capability Plan (describes Vendor’s ability to provide services as stated in the RFP)</p> <p>Vendor is able to provide number of pounds needed at the locations and times in the RFP</p> <p>Vendor is responsive to the SFA needs and remedies problems immediately</p> <p>Vendor provides necessary paperwork and documents to the the SFA, including the SFA invoices, in order for the SFA to properly monitor pricing.</p>
	<p>Experience, References with like the SFAs and familiarity with regulations</p> <p>Vendor is able to USDA meat processing facilities</p> <p>Vendor is able to provide product formulation statements upon request</p>
	<p>Financial Condition/Stability, Business Practices</p> <p>Vendor is able to finance all costs associated with processing and delivery without prepayments</p> <p>Vendor is able to provide documentation of financial stability and sound business practices if requested</p>
	<p>Accounting and Reporting Systems</p> <p>Vendor is able to provide accurate invoices by the last day of each month</p> <p>Vendor is able to provide a year-end summary of the total pounds invoiced/delivered by protein type</p>

	<p>Food Quality</p> <p>Vendor is able to provide USDA processing plant information upon request, must meet the specifications of the programs being served.</p> <p>Vendor communicates with SFA with any issues planning the delivery dates.</p> <p>Food delivered is Local Frozen, fresh, free of spoilage, and minimally processed.</p>
60	TOTAL POINTS

Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

Final Contract

A duplicate copy, preferably electronic, of the submitted proposal and all required documents listed below must be provided to the the SFA.

STANDARD TERMS AND CONDITIONS

Scope and Purpose

Duration of Contract. Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year for the 2024-2025 school year. The effective date is September 1 through June 30th 2025. (One-year maximum length), and may be renewed for up to four additional terms of one year each upon mutual agreement between the SFA and Vendor.

The Vendor shall

Be an independent contractor and not an employee of the the SFA.

Cooperate with and ensure the resolution of Vendor facility reviews conducted by the State Agency. The State Agency may inspect the Vendor's facilities as part of the the SFA's administrative review.

Maintain all records necessary, in accordance with applicable regulations, for the SFA, State Agency and USDA to complete required monitoring activities and must make said records available to the SFA, State Agency and USDA upon request for the purpose of auditing, examination and review (7 CFR § 210.16(c)(1)).

Comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of the State Agency and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 215, 220, 225, 226, 245, 250, if applicable; OMB Circulars, 2 CFR 200 and the other laws described in the "Contract Provisions for the SFA Contracts under CNP Awards," which is attached to this Contract as "Exhibit G" and fully incorporated herein by reference.

Comply with all the SFA building rules and regulations.

Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.

Financial Terms

Payment Terms/Method:

Vendor shall invoice the SFA within 14days after the product is received at the SFA. The SFA has a 30 day billing cycle and invoices will be paid after that cycle closes.

No interest or finance charges that may accrue under this Contract may be paid from the SFA's Nonprofit Food Service Account.

General Rate Information for all RFP/Contracts:

All fee/rate increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA.

No payment will be made to Vendor for products that:

Are spoiled or unwholesome at the time of delivery;

Do not meet detailed specifications as developed by the SFA in this RFP.

Do not otherwise meet the requirements of this Contract.

Record Keeping

Vendor Responsibilities:

Maintain records, as well as provide the SFA with a year-end statement, including a breakdown of total number of pounds invoiced in each category.

Provide all documents necessary for the the SFA's administrative review.

Make its documents, papers, and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain for the purpose of making audit, examination, excerpts, and transcriptions.

Termination for Cause or Convenience

If, at any time, the SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable the SFA to carry out its financial obligation to Vendor, then the SFA shall have the option to terminate this Contract by giving 10 days written notice to Vendor.

In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default.

If the default is not cured within that time, the non-breaching party shall have the right to terminate this Contract for cause by giving 30 days written notice to the breaching party.

If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract.

Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to the SFA, the SFA may terminate this Contract immediately.

Either party may terminate this Contract for cause or convenience by providing sixty (60) days prior written notice to the other party. (7 CFR210.16(c)(3)(d)).

In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.

In the event of Vendor's nonperformance under this Contract or the violation or breach of the terms of this Contract, the SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against Vendor. Nonperformance subjects the Vendor to specified sanctions in instances where the Vendor violates or breaches contract terms. The the SFA shall indicate these sanctions in accordance with the procurement provisions stated in §210.21.

Proprietary Information

All submitted proposals become the property of the the SFA.

It is understood that the the SFA is a public institution and, as such, may be subject to the public records requests under state and federal laws. Except as otherwise agreed prior to the award or finalization of any vendor transaction the SFA shall provide for inspection upon request by any third party all information pertaining to such transaction which must be disclosed pursuant to the public records request. The SFA's obligations under the law supersede its obligations under any agreement, contract, purchase order or negotiated transaction.

Certifications

The the SFA and Vendor will take all necessary affirmative steps outlined in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Vendor shall execute and comply with the following Certifications which are attached to this Contract as Exhibits and fully incorporated herein.

Debarment Certification

Certification Regarding Lobbying

Disclosure Form to Report Lobbying

Poultry Products from People's Republic of China

Miscellaneous

Certifications.

Clean Air Act: For contracts in excess of \$150,000, the SFA and Vendor shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 CFR, Part 200).

Debarment and Suspension: The SFA shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 CFR, Part 200, Appendix II).

Lobbying: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 CFR, Section 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration (Appendix II to 2 CFR Part 200 Section [I]: Byrd Anti-Lobbying [31 U.S.C 1352]).

Poultry: The Consolidated Appropriations Act prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

Nondiscrimination.

The vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this vendor is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Notices.

All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To the SFA: Sandy Creek Central School

124 Salisbury Street, Sandy Creek NY 13145

If such notice is as above, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.

Severability. If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

Silence, absence or omission. Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to

prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

Subcontract/Assignment. No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA, except that Vendor may, after notice to the SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder. A food service management company entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal (7 CFR 225.6(h)(2)(ii).

Waiver. The failure of Vendor or the SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

AGREEMENT

The Vendor certifies that the Vendor shall operate in accordance with all applicable state and federal regulations. The Vendor certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein. Any additional negotiations and terms that are included in additional documents not included in the original RFP/contract template must be added to this contract and approved by sponsor. This Contract is not in effect until approved by the SFA and returned to the Vendor countersigned. Returning this to the SFA in the bid response does not validate the contract. The final signed contract shall be in effect for one year and may be renewed by mutual agreement for up to four additional one-year periods. The parties hereto have caused this Contract to be signed by their duly authorized representatives.

Authorized Representative

Name of Vendor

Title

Signature

Date

Name of the SFA

Signature

Authorized Representative

Title

Date

Exhibit A: Scope of products requested

Vendor to provide the SFA with LOCAL (30-mile Radius) Beef, Chicken and Pork products.

Protein Type			
Beef	Ground/Strips	1300 pounds	Frozen/ 40 lb cases
Chicken	Breast-whole muscle	1500 pounds	Frozen/ 40 lb cases
	Chicken Wings	1305 pounds	Frozen/ 40 lb cases
Pork	Loin/Butt	600 pounds	Frozen/40lb cases

EXHIBIT D: DEBARMENT AND SUSPENSION FORM

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

The participant or respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name
Project Name

Award Number, Contract Number, or

Name(s) and Title(s) of Authorized Representatives

Signature(s) Date

EXHIBIT E: CERTIFICATION REGARDING LOBBYING

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

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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. 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.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: (type or print) _____

Title: _____

Signature: _____

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, [AD-3027](#), found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

mail:

U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW, Mail Stop 9410

Washington, D.C. 20250-9410;

fax:

202-690-7442; or

email:

Program.Intake@usda.gov.

This institution is an equal opportunity provider.