
Request for Proposal
Sandy Creek Central School District
Alexandria Central School District
April 30, 2026

The Sandy Creek Central and Alexandria Central School Districts (hereinafter referred to as the SFA) are requesting proposals from vendors for fluid Whole, 1%, and skim milk. These products must comply with the updated National School Lunch Program (NSLP) guidelines for flavored milk. Specifically, the whole milk must contain no more than 10 grams of added sugars per 8 fluid ounces. Respondents are invited to assist the SFA's with its nutrition program.

Electronic solicitation documents are available at <https://www.sandycreeksd.org/>.

To request the documents by email, please contact Tracy Sullivan at tracy.sullivan@sccs.cnyric.org or 315-387-3445 ext. 1602.

Due Date

The SFA's will accept all proposals received on or before June 17, 2026 at 3pm . The SFA's will not accept proposals that are received after the deadline.

The SFA's reserves the right to reject any or all proposals and to waive any errors or corrections in a proposal or the proposal process. The SFA's will award the contract based on a review and analysis of the proposals that will determine which one best meets the needs of the SFA's. The SFA's reserves the right to cancel the procurement opportunity without awarding a contract to any vendor.

Questions

The SFA's will record and provide answers to any questions or requests for clarifying information about the solicitation during the question and answer period.

How to submit questions:

- Submit electronically by sending an email with the subject line: "Questions - SCCS, ACD RFP" to tracy.sullivan@sccs.cnyric.org.
- Deadline: Submit questions by June 1, 2026.

When/how questions will be answered:

Questions will be answered in writing on or before June 15, 2026. Answers will be posted on this webpage alongside the solicitation documents: <https://www.sandycreekcsd.org/>.

How to Submit a Response:

Respondents may submit proposals **both** electronically and via hard copy in writing. Submit electronically by sending an email with the subject line: "Proposal – SCCS, ACD RFP" to tracy.sullivan@sccs.cnyric.org. Submit hard copies via postal mail or hand-deliver, but they must be received before the RFP closing date.

Vendor Questionnaire

Instructions: Vendors responding to this solicitation must complete this questionnaire in its entirety. Responses will be evaluated as part of the selection process. Please provide thorough and accurate information. Use additional sheets and provide relevant attachments as necessary.

General Company Information:

- Company Name: _____
- Business Address: _____
- City, State, ZIP Code: _____
- Website: _____
- Primary Contact Person: _____
- Name: _____
- Title: _____
- Phone: _____
- Email: _____
- Years in Business:

- Tax Identification Number (EIN): _____

Are you registered as a Small Business, Minority-Owned, Women-Owned, or Veteran-Owned Business?
(Check all that apply)

Small Business
Minority-Owned Business
Women-Owned Business

Veteran-Owned Business

None of the above

Products and Services:

- Describe the primary products/services your company provides that align with school nutrition programs.
- Do your products meet USDA meal pattern requirements? (Yes/No)
- If Yes, please provide documentation.
- Do you provide locally sourced and/or farm-to-school products? (Yes/No)
- If Yes, specify which products and their sources.
- Are you able to provide allergen-free and special dietary products (e.g., gluten-free, dairy-free, halal, kosher, etc.)? (Yes/No)
- If Yes, list the available options.
- Do you have the ability to accommodate bulk purchasing, pre-portioned items, and/or pre-plated meals? (Yes/No)
- Describe your packaging options, including environmentally sustainable or recyclable options.

Distribution/Delivery:

- What is your delivery capacity? (e.g., daily, weekly, lead times, delivery times, etc.)
- Which geographic areas do you serve?
- Do you have the ability to deliver to multiple school sites? (Yes/No)
- Describe your order and fulfillment process, including any online ordering or tracking capabilities.
- What is your policy on order adjustments, cancellations, and emergency orders?
- Describe your quality assurance process, including handling and storage procedures to ensure food safety compliance.

Pricing, Billing, and Contract Terms:

- Do you offer volume discounts or cooperative purchasing agreements? (Yes/No) If Yes, provide details.
- What are your standard payment terms? (e.g., Net 30, Net 60)
- Do you accept electronic payments? (Yes/No)
- Provide a sample invoice and description of billing process.
- Are you willing to enter into a formal contract for a fixed term? (Yes/No)

Compliance and Certifications:

- Do you comply with all federal, state, and local food safety regulations? (Yes/No)
- If Yes, provide a copy of relevant certifications (e.g., HACCP, Serv Safe, etc.).

- Describe how your company complies with the Buy American provision, including which items are non-domestic (if any) and what type of data you provide to inform the district of the total dollars spent with your company on non-domestic versus domestic foods annually.
- Are you able to provide documentation for Buy American provisions? (Yes/No)
- Provide a copy of your most recent health inspection report.
- Do you maintain liability insurance? (Yes/No) If Yes, provide a certificate of insurance.
- Do you conduct background checks on employees who handle food deliveries? (Yes/No)

References and Experience:

- Provide at least two references from school districts or similar institutions.
- For each reference, describe in detail the scope of work you completed for their school district or organization

Reference 1:

Organization Name: _____

Contact Person: _____

Phone: _____

Email:

Scope of Work: _____

Reference 2:

Organization Name: _____

Contact Person: _____

Phone: _____

Email:

Scope of Work: _____

Additional Information:

- Describe your experience working with school nutrition programs, including any government contracts or cooperative agreements:

- Provide any additional information or documentation that supports your qualifications and ability to meet the needs of this solicitation:

Certification:

I certify that the information provided in this questionnaire is true and accurate to the best of my knowledge. I understand that providing false or misleading information may result in disqualification from the bid process.

Vendor Name: _____

Name and Title of Vendor Representative: _____

Email and Phone of Vendor Representative: _____

Signature of Vendor Representative: _____

Date: _____

Duration of Contract

Minimum contract term is one school year, July 2026 through June 2027. Quoted prices must stay in effect for one (1) year beginning on July 1, 2026 through June 30, 2027. This contract may be extended (by mutual consent expressed in writing) for up to four (4) additional one (1) year increments.

The extension may be granted on a year-by-year basis provided that the District's has deemed the products and services of the vendor satisfactory.

Method of Pricing

Milk Escalator Clause: Bid price submissions shall be based on the Class 1 Price for the Buffalo/Rochester/Syracuse, NY location under the term of Federal Marketing Order #1 for the Northeast Marketing Area. The calculation of milk price changes for the escalator bid submission will be based on changes in the price of butterfat and the price of the skim milk portion.

All other costs, fees or assessments shall not be included in these prices and should be listed separately. Other relevant information used in the calculation for price changes is listed in the table below.

Milk Type	Butterfat Percent	Skim Percent
Whole Milk	3.25%	96.75%
2% Milk	2.00%	98.00%
1% Milk	1.00%	99.00%
Skim Milk	0.10%	99.90%
Buttermilk – Low Fat	1.00%	99.00%

Estimated usage/need

Bid Specification	Total	Unit Price	Total Price
NYS fluid milk, unflavored, half pints, whole, Grade A pasturized	20,055		
NYS fluid milk, unflavored, half pints, 1%, Grade A pasturized	18,870		
NYS fluid milk, unflavored, half pints, skim, Grade A pasturized	17,110		
Fluid milk, chocolate, half pints, whole, Grade A pasturized, no more than 10 grams of added sugar per 8 fluid ounces	117,650		
Fluid milk, chocolate, half pints, 1%, Grade A pasturized, no more than 10 grams of added sugar per 8 fluid ounces	9,456		

Evaluation Criteria

RFP Scoring Criteria	Maximum Points Available
Price	30
Experience	10
Supply all five types	30
Supply four types	20
Supply two type	10
Total Score	100

Geographic Preference

Sandy Creek Central School District and Alexandria Bay Central School District prioritize local vendors as part of an ongoing effort to qualify for the 30% New York State initiative. A “NYS Food Product” is defined as: A food item that is grown, harvested, or produced in NYS; or a food item processed inside or outside NYS comprising over 51% agricultural raw materials grown, harvested, or produced in NYS, by weight or volume. “Producing” means the producing of food grown upon and/or harvested from the farm or waters through agricultural, horticultural, aqua cultural, or dairying processes. “Processing” means any alteration of a food product from its raw or original state to enhance its value or render it

suitable for consumption. Examples of processing include, but are not limited to, butchering of meat or poultry, and cooking, pasteurizing, and/or packaging food products. Geographic preference is applied to unflavored fluid milk.

Method of Award

Line item: the individual cost of the goods or services is evaluated; all products/services are awarded individually and multiple vendors may be awarded items on the bid.

Responsibilities of the Vendor

Vendor is responsible for shortage communications to the districts in a reasonable manner as to the SFA's have time to supplement the shortage.

Milk must be delivered in refrigerated trucks maintained between 32 degrees and 40 degrees. Temperature is not to exceed 40 degrees at time of delivery. **All milk delivered must have a minimum of 8 days shelf life from date of delivery.** Rejection of shipments will be sufficient cause for immediate termination of this contract and for the rejection of future bids submitted by the offending contractor.

Procedures for Recalls or Substitutions

The districts reserve the right to request samples of items where an equivalent is bid. It is the responsibility of the bidder to notify the districts when such substitutions are incorporated. Please note any substitutions on the bid form.

Buy American Provision Requirements

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 CFR, sections 210.21(d) and 220.16(d). The vendor must:

1. Submit certification statements for all processed agricultural products. The vendor must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

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

- a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product
- b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions
- c) A list of alternative domestic substitutes for the SFA's to consider for delivery instead of the nondomestic agricultural product

In accordance with the 2024 Final Rule for Child Nutrition Meal Standards, the vendor must provide data on a monthly, quarterly or annual basis demonstrating the total dollars spent on domestic versus non-domestic produce. The SFA will utilize this data to assess compliance with restrictions placed on total dollars spent on non-domestic foods.

Common Legalities

The Vendor shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The Vendor shall cooperate, as necessary, in the SFA's compliance efforts.

The Vendor shall comply with all applicable federal regulations in 2 CFR, parts 200 and 400 and 7 CFR, parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations and regulations, where applicable.

Any contract awarded under this solicitation shall be construed under the laws of the state of New York State, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of a contract awarded under this solicitation shall be heard in the appropriate court in New York.

Each party acknowledges that, in executing any contract awarded under this solicitation, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions under this solicitation.

Required Compliance Certifications

The Respondent must complete the certifications and return them with the proposal package. By submitting a response, the vendor certifies that the information in their proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

The following certifications are required:

- Must be USDA Certified

- For unflavored milk only: Must be a qualifying New York State Milk product by being a NY Grown & Certified product or submitting Product Formulation Statement that is good for the entire school year.

Licensing Requirements and/or Professional Certificates

The vendor must maintain records that show their facilities and/or staff have all applicable licenses and/or certifications as required by federal or state law and the SFA's.

The following licenses and/or certifications are required:

Contract Modification and Change Procedures

The SFA's reserves the right to negotiate the final terms and conditions of any contract awarded under this solicitation, which may differ from those contained in the proposal, provided the SFA's considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA's to rebid the contract.

During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation and resulting awarded contract may become necessary and benefit the school nutrition program. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed 10% of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term, will be the basis for determining the maximum dollar amount (not to exceed 10%) of additional goods that will be allowed during the next contract renewal year

Contract Termination Rights for Cause and Convenience

Either party may cancel for cause with a 60-day notification if either party breaches a provision of any contract awarded under this solicitation. The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate any contract awarded under this solicitation upon expiration of the 60-day period. The contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the SFA, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 CFR, Section 200.339[a][3]). The contract may also be terminated, in whole or in part, by the SFA upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the contract will not accomplish the purposes for which the contract was made, the SFA may terminate the contract in its

entirety.. The termination rights referred to in this solicitation are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Default and Breach of Contract Provisions

If the Vendor fails to perform the terms of any contract awarded under this solicitation, the following penalties may be imposed:

SFA's will be required to provide in writing to the Vendor how they will ensure future contract compliance

- Continued nonperformance will result in termination of any contract awarded under this solicitation
- SFA's may be prohibited from bidding on future contracts with the SFA's.

The SFA's shall make no payment to the Vendor for food that, in the SFA's determination, is spoiled or unwholesome at the time of delivery, does not meet detailed food component specifications as developed by the SFA's for the meal pattern, or does not otherwise meet the requirements of any contract awarded under this solicitation.

Force Majeure

Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

Force majeure does not include any of the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
- Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
- Inability of either the SFA's or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits

If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment as long as the amended period does not violate other contract provisions and is mutually agreed upon by the SFA's and the Vendor in writing.

Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

Proposal Withdrawal Procedures

Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA's will not consider proposal modifications offered in any other manner, either oral or written.

Protest Procedures

The SFA's accepts a prospective bidder's protest to a bid award if the protesting party believes the award is not in compliance with the law, does not follow bid procedures, or does not meet bid specifications. A protest must be filed with the SFA's designated point of contact for this bid. Such protests must be made in writing and received by the SFA's within five working days of the bid award date and shall include all documents supporting or justifying the protest. The protesting party must mail or deliver copies of the protest to the SFA's. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the contract.

Proposal Attestation

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor. This

Vendor Name: _____

Name and Title of Vendor Representative: _____

Email and Phone of Vendor Representative: _____

Signature of Vendor Representative: _____

Date: _____

Contract Agreement-

For SFA's use only. Vendor is not to complete until a final award is made.

This agreement, dated the ____ day of 20__, in Sandy Creek, Oswego County, New York, is by and between Sandy Creek Central and Alexandria Central School Districts (hereinafter referred to as "SFA", and [successful vendor name] (hereinafter referred to as "Vendor").

This bidder certified that they shall operate in accordance with all applicable State and Federal laws and regulations. This solicitation, contract, attachments, and the corresponding attestations of the successful bidder, with addenda, if any, constitute the entire agreement between the SFA and the Vendor. The parties shall not execute any additional contractual documents pertaining to this bid, except as permitted by applicable law.

This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

In witness whereof, the parties hereto have caused this agreement to be signed by their duly authorized representative on this day and year.

SFA's Section

SFA's Name:

Name and Title of SFA's Representative:

Signature of SFA's Representative:

Date: _____

Vendor Section

Vendor Name: _____

Name and Title of Vendor Representative: _____

Email and Phone of Vendor Representative: _____

Signature of Vendor Representative: _____

Date: _____

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.

Last updated: April 22, 2026