



Long Island School Nutrition Director's Association

LONG ISLAND SCHOOL NUTRITION DIRECTOR'S ASSOCIATION

2024-2025 Dairy Bid

Bid number: 2024-2025-Dairy

TERMS & CONDITIONS

All invitations to bid issued by the Long Island School Nutrition Directors Association, herein after referred to as LISNDA, will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions and such conditions shall form an integral part of each purchase contract awarded by the group.

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Revised 4/1/2024

Bid Submission and Opening

1. All bids must be submitted as detailed in the Submission Instructions and Required Forms.
2. All bids received after the time stated in the Submission Instructions and Required Forms may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
3. Under penalty of perjury the bidder certifies that:
 - a. The bid has been arrived at, by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids and
 - b. The contents of the bid have not been communicated by the bidder, nor to its best knowledge and belief by any of its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.
4. Three copies of the bid must be submitted along with the electronic media. If there is a discrepancy between the electronic media and the original bid, the hard copy will take precedence over the electronic media.
5. In all specifications the words “or equal” are understood after each article giving manufacturer’s name or catalog reference or on any patented article. The decision of the committee as to whether an alternate or substitution is in fact “equal” shall be final.
6. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacture’s name and detailed specifications of items he proposes to furnish. Otherwise, the bid will be construed as submitted on the identical item as specified.
7. All prices quoted must be “per Bid Unit” as specified on the bid price sheet.
8. Prices shall include transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal and to all school buildings within those districts participating in the bid.
9. Nutrient Analysis, Ingredient labels and CN or PFS declarations, if appropriate, are required for all products submitted and are to be furnished at time of the bid. This information must be in PDF format, one file per item, and the file must be named for the bid item for which it applies. Files may be zipped into a single zip file for ease of submission.
10. All information that is required by the Notice to Bidders, Terms and Conditions, Submission Instructions and Required Forms, and all addenda, must be submitted to constitute a responsive bid.

11. All bid envelopes must be sealed. Bids must be submitted either in plain or opaque envelopes. All envelopes must be sealed All bids must be marked clearly:

South Huntington School District
60 Weston Street
Huntington Station, NY 11746 - Attention: Sheila Buhse
BID NAME/ #: Dairy 2024-2025
BID OPENING DATE: May 3, 2024 - BID OPENING TIME: 11:00 A.M.

Responsive and Responsible Bidders

1. This IFB will be awarded to the RESPONSIVE and RESPONSIBLE bidder or bidders as described in the Rule of Award. To be considered responsive, a vendor:
 - Must submit all required documents in accordance with the terms described in the Bid Submission and Required Documents.
 - Must NOT alter or append the Bid Price Sheets in any way.
 - Must NOT submit a conditional bid. A conditional bid is one that imposes any condition or conditions on a bid or changes the price or any other provision of a bid in a manner prejudicial to the interests of the jurisdiction or fair competition.
2. To be considered responsible, a vendor must demonstrate competency in the business of providing the goods and services specified in this IFB by conformance with the following criteria:
 - Bidder must have an acceptable history of business dealings with the LISNDA Coop, as determined by the LISNDA Coop board OR must have a minimum of 2 years' experience as a vendor for a school co-op or school district and provide 3 references upon request.
 - Bidder is legally able to do business in New York State and not under debarment by the state, or any member district.
3. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material or equipment required and a representation that the bidder can furnish the service, supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
4. The failure of any bidders to read and become familiar with any portion of this IFB will not relieve them of any of the obligations described herein, whether they may be required during review of the bids, or performance required under a contract.
5. The LISNDA Coop reserves the right to disqualify any bidder that it believes to be interfering with this procurement by raising irrelevant, nuisance, or diversionary issues in order to delay or render the procurement invalid, whether timely or not.
6. The LISNDA Coop reserves the right to audit the bids for accuracy until the time of award and may request clarifying information from the vendor at any time up to the time of award. Vendors have 2 business days from the posted time of the bid opening to correct a price proposal if a mistake and the intended offer are clearly evident on the face of the proposal document.

Quality and Performance Standards

1. The LISNDA Bid Committee reserves the right to request a representative sample of the item quote either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specifications, the LISNDA Bid Committee may reject the bid; or if the award has been made, cancel the contract at the expense of the successful bidder.
2. Samples requested by the LISNDA Bid Committee must be furnished free of charge.
3. All items furnished must be of good quality, normal odor, good color and generally free from blemishes and extraneous material.
4. Prices as well as quality will be considered. The bidder is subject to rejection for the subsequent bid periods if he substitutes or delivers any item of lesser quality than specified.
5. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

Rule and Timeframe of Award

1. Recommendation to award will be made to the lowest responsive and responsible bidder on a line item basis, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purposes for which required and the terms of delivery.
2. The LISNDA Bid Committee reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects, qualifications, irregularities and omissions if in its judgment the best interests of all the school districts will be served.
3. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.
4. This award will be in effect from July 1, 2024, through June 30, 2025

Contract Conditions

1. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the LISNDA Bid Committee, or fails to make replacement of rejected articles, when so requested immediately or as directed by the LISNDA Bid Committee, the individual school districts may purchase from other sources to take the place of the item rejected or not delivered. The individual school district reserves the right to authorize immediate purchase from other sources against item rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the individual school districts promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from the contract quantity.
2. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
3. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company or corporation

without the previous written consent of the LISNDA Bid Committee.

4. If at any time during the bid contract period, the district run nutrition program ceases to exist, the individual school district is not obligated to the bid.
5. Neither the LISNDA board nor the Bid Consultant are responsible for quantities purchased by any district during the term of this award.
6. Neither the LISNDA board nor the Bid Consultant are in control of, or responsible for, district membership or participation changes during the term of this award.
7. The district reserves the right to make awards within sixty (60) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
8. The LISNDA Coop may not accept any bids where terms and conditions or specifications have been changed.
9. There shall be no additional costs for delivery, freight, lift gate charges; all charges must be included in prices quoted.
10. **TERMINATION for CAUSE:** The cooperative may terminate the contract with the successful vendor(s) at the successful bidder's expense upon nonperformance of contract. Additionally, the successful bidder may be assessed a reasonable penalty that will be used to assist LISNDA in finding alternative suppliers and re-issuing this solicitation if unable to fulfill the contract.
11. **TERMINATION FOR CONVENIENCE** – The cooperative may terminate the contract with the successful vendor(s) for any reason or cause, without penalty from the vendor.
12. The Bidder shall indemnify, defend, and hold harmless the LISNDA Bid Committee, Bid Consultant, school districts and their employees from and against all claims, liability, loss or expense of any nature (including legal fees) arising out of or in connection with performance of this agreement.
13. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.

Ordering, Delivery, and Invoicing

1. All items delivered will be the exact item indicated on the vendor's price sheet submission except in the situations described in the Short Term Substitutions and Item Replacement section.
2. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the individual district's School Lunch Director. The successful bidder will be required to furnish proof of delivery in every instance.
3. All deliveries must be accompanied by a delivery ticket and an invoice for each site is required.
4. All school districts are to be delivered separately to the delivery addresses in Attachment 1.
5. The delivery is to be no earlier than 6:30 A.M. and no later than 1:00 P.M. Other times must be arranged specifically with the approval of the districts. No curb deliveries will be accepted.
6. The vendor may not impose a delivery minimum greater than \$75.00 per delivery location.
7. All boxes/cartons must contain the Product Number and name (if applicable).
8. The successful vendor shall promptly notify within 48 hours, via email, if an item cannot be delivered

within the specified delivery time. LISNDA reserves the right to purchase items from other sources without violating the rights of the successful vendor(s).

9. Payment will be made only after correct presentation claim forms be obtained from the ordering school district. EACH SCHOOL DISTRICT MUST BE BILLED SEPARATELY.
10. It is understood that for billing purposes the closing date is through the last day of each month and all deliveries made during that month should be included.
11. Quantities of all items on this bid are based on estimated requirements and may be adjusted from time to time during the term of this bid.
12. Should the contractor fail to meet a reasonable degree of cleanliness or fail consistently to meet the delivery schedule as defined by the individual School Districts, the Coop Bid Committee reserves the right after due warning to make purchases on the open market, the difference in price being assumed by the bidder.
13. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to acceptable commercial practice, without extra charge for packing cases, baling or sacks.
14. The successful bidder shall be responsible for the delivery of items in good condition at point of destination. The bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving School district will note for the benefit of successful bidder when packages are not received in good condition.

Product Recall

1. The awarded vendor(s) must, upon receipt of a recall notice from the manufacturer or government, notify The LISNDA Coop, Bid Consultant, and the Cities, Towns, or School Districts who purchased the items being recalled, immediately by e-mail. Appropriate credit must be given for all recalled products.

Short Term Substitutions and Item Replacement

1. Substitutions are defined as items that are offered in place of a regular bid item on a short-term basis resulting from issues such as transportation from the manufacturer, volume variations, manufacturer production issues etc. Foodservice directors or their designee from the participating Cities, Towns, or School Districts must be notified by noon of the day before delivery and approve of any substitutions. Substitutions are to be provided of a comparable quality, if available, at the bid price per unit. If an item of comparable quality is not available at the bid price per unit, the vendor shall discuss other possible substitutions with the director prior to the delivery day.
2. In the event of a manufacturer's permanent discontinuation of a bid item, the vendor shall notify the Bid Coordinator as soon as they are aware to discuss possible replacements of the same or superior quality in nutritional value, ingredients, CN data, and product formulation.
3. The vendor must provide full credit on and pick up of food incorrectly ordered or delivered by the next regular delivery. Full credit must be given, in a timely fashion, for foods that are discovered missing from the order, damaged, spoiled, adulterated, or expired.
4. Vendors are to provide a list of outages as well as potential substitutions to the director the day before the scheduled delivery. This communication is to be in a form acceptable to the director, such as an office phone, a cell phone, or an email.

Bid Pricing

1. Price Adjustments: Unless otherwise stated in this document, at no other time during the term of any contract arising from an award by the Long Island Food Cooperative (LICOOP) may any of the pricing be changed for any reason without prior written approval by the LICOOP. The vendor may request a price adjustment after the first four (4) months of a contract term. If a price adjustment request is made, the vendor shall give the LICOOP a minimum of thirty (30) calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index for All Urban Consumers (CPIU): New York-Newark-New Jersey, NY-NJ-PA (Table 4) for all items as calculated by the LISDNA Purchasing Committees. Should the LICOOP deem the requested adjustment unacceptable, the LICOOP reserves the right to terminate the contract in accordance with the terms of this bid and seek pricing from whatever sources legally available.

Insurance

1. The winning vendor(s) shall at all times during the term of the contract maintain liability insurance in full force and effect acceptable to the LISNDA Coop and the participating school districts. The selected vendor agrees to furnish a certificate of insurance on request.

Item Specifications and Brands

1. It is the bidder's responsibility to establish that the products bid meet all specifications.
2. If LISNDA specified a brand and product code number to establish product characteristics, quality and performance for an item, a bidder may offer another brand; however, the burden of proof that the alternate brand is of equal quality, characteristics, and performance rests with the bidder.
3. **For each item which an alternate brand is offered, the bidder must email the brand, code number, and the nutritional, ingredient, and CN information, if applicable, to the Bid Chair AND the Bid Coordinator NO LATER THAN 2 WEEKS prior to the bid opening date. LISNDA will determine based on this information if the item is acceptable, not acceptable, or if samples are needed. The vendor will be notified as to the group's decision prior to the bid opening. Any alternate items that have not been approved prior to the bid opening may not be considered for award. This procedure must be followed even if an item has been previously accepted but is not approved on the current bid sheet. If the group approves an alternate item, the vendor must enter "Approved Alt." in the comments section for that item on their price sheet.**
4. **Prior approval is not needed for any items listed as "Distributor's Choice" or having no approved brands listed; however, the bidder must supply all required information for these items with their bid submission.**
5. Because of the cost involved, LISNDA may elect to use the results of previous tests to determine acceptance. LISNDA reserves the right to select the product brand by either method.
6. Manufacturer's name and product description used in this solicitation are product specific. The items offered in response to this solicitation must be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support.
7. All items which bidder is submitting pricing for MUST have a manufacturer/brand and corresponding

product code number or the submission will not be considered.

8. Bids on equipment must be on standard new equipment, of latest model and in current production, unless otherwise specified.
9. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The school district will not be responsible for any samples destroyed or mutilated by examination or testing. The bidder at his expense shall remove samples. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school district shall have the right to dispose of them as its own property.
10. Should the vendor determine, while preparing their response that an item is unavailable, there is no expectation that it will become available, and there are no reasonable alternates, the vendor is to contact Timothy Goossens by email at info@food4schools.com
11. Once awarded, no item shall be deleted, changed, or discontinued by the vendor unless previously approved by the LISNDA Bid Consultant or chair.

Buy American

1. The Buy American provision in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) regulations (7 Code of Federal Regulations (CFR) Part 210.21 (d)), is a procurement standard School Food Authorities (SFAs) must comply with when purchasing commercial food products used in the school meals. By requirement of the Buy American provision, SFA's must purchase, to the extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP programs. A domestic commodity or product is one that is produced and processed in the United States. "Substantial" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Limited exceptions to the Buy American provision allow for the purchase of products not meeting the "domestic" standard as described in circumstances when use of domestic products is truly not practicable (see USDA memo SP 24-2016).
2. **The LISNDA Coop board will consider non-domestic products ONLY if the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality on a consistent and reliable basis. The board will not consider price-based exceptions. For each item being submitted that meets these criteria, the vendor must complete and submit the "LISNDA Buy American Exception Form" in PDF format, named for the item it concerns.**

Questions and Addenda

1. Responses to inquiries regarding interpretation or clarification that affect all bidders and corrections or changes to the IFB will be issued as addenda. Addenda will be distributed via email to all parties that LISNDA Coop is aware have obtained the IFB and posted on the Coop website.
2. A copy of all addenda that are issued should be included as a PDF in the bid package and each addendum should be initialed by the bidder.
3. Questions will be accepted until 10 calendar days prior to the bid opening, and the final addendum, if necessary, will be issued at that time. No substantive inquiries will be accepted after this date beyond those that seek simple clarifications about the bid submission process.

LONG ISLAND SCHOOL NUTRITION DIRECTORS ASSOCIATION

SAMPLE VENDOR SERVICE AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year _____ by and between Long Island School Nutrition Directors Association (hereinafter referred to as “LISNDA”), as the party of the first part, and _____, hereinafter referred to as the “SERVICE PROVIDER”), as the party of the second part, having its principal place of business for purposes of this Agreement at _____.

WITNESSETH

WHEREAS, LISNDA is authorized to contract with the SERVICE PROVIDER for the provision of _____; and

WHEREAS, SERVICE PROVIDER is in the business of providing _____; and

WHEREAS, LISNDA desires that SERVICE PROVIDER provide _____; and

WHEREAS, SERVICE PROVIDER is capable of and willing to provide _____ to LISNDA;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period _____.
2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide LISNDA with the following service _____. Scope of Services follow the specifications of LISNDA COOPERATIVE BID _____.
3. **INDEPENDENT CONTRACTOR:** All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER

acknowledges that it will not hold itself, its officers, employees, and/or agents out as employees of LISNDA. SERVICE PROVIDER is retained by LISNDA only for the purposes and to the extent set forth in this Agreement, and its relationship to LISNDA shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of LISNDA's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by LISNDA. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between LISNDA and its employees.

4. **LISNDA'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** LISNDA shall have the right to examine any and all accounting records as they pertain to _____ related service costs.
5. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to LISNDA.
6. **TERMINATION NOTICE:** This Agreement may be terminated as described in the IFB.
7. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless LISNDA, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement.
8. **INSURANCE PROVISION:** SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and LISNDA from claims for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
9. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

LISNDA COOPERATIVE BID ASSOCIATION
Alessandro Palumbo, apalumbo@farmingdaleschools.org,
150 Lincoln Street, Farmingdale, NY 11735
(516) 434-5251

10. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of LISNDA.
11. **DISCRIMINATION:** Services provided pursuant to the Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
12. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York.
13. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between LISNDA and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
14. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
15. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement. SERVICE PROVIDER will represent the co-op districts regarding vendor issues that affect the group as a whole (such as group-wide product unavailability), are in significant and direct conflict with bid specifications, or are issues that have not been able to be resolved directly between the district and the vendor. As the individual districts are the vendor's customers, the individual district should first attempt to resolve regular and common issues directly. These issues could include delivery times, damaged product and credit requests, minor pricing discrepancies, etc. If a district is not able to resolve these type of issues themselves, they should be escalated to the co-op and the SERVICE PROVIDER for potential resolution.
16. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.
17. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or LISNDA shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
18. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

For Vendor:

By: _____

Date: _____

For LISNDA Coop:

By: _____

Date: _____

President 2023-2024

Long Island School Nutrition Directors Association