

REQUEST FOR BID PIZZA, DELI AND CATERING SERVICES

Valley Central School District 944 State Route 17K Montgomery, NY 12549

BID ISSUE DATE: Wednesday, December 17, 2025 BID OPENING: Friday, January 23, 2026 at 2:15 PM EST

Submit Sealed Bids To:

Brad Conklin - Assistant Superintendent for Business / Purchasing Agent
Valley Central School District
944 State Route 17K
Montgomery, NY 12549

Mark Envelope: "SEALED BID - FOOD & BEVERAGE CATERING - DO NOT OPEN"

VALLEY CENTRAL SCHOOL DISTRICT NOTICE TO BIDDERS

The Valley Central School District, Montgomery New York, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids on the following:

PIZZA, DELI AND CATERING SERVICES

BID OPENING
January 23, 2026 at 2:15 PM
Valley Central School District
944 State Route 17K
Montgomery, New York 12549

The Valley Central School District is soliciting sealed bids from reputable and qualified firms for a PIZZA, DELI and CATERING SERVICES for February 2026 – June 30, 2027, which may be renewed annually for up to three (3) additional one-year periods (July 1 through June 30), for a maximum total contract term ending June 30, 2030. Renewal is contingent upon satisfactory vendor performance, continued need, and mutual agreement on pricing, and approval by the Board of Education.

Bidders may obtain the Bid Documents beginning December 17, 2025 by emailing Brad Conklin at Brad Conklin@vcsdny.org.

Bids must be presented in a sealed envelope, addressed as follows:

Valley Central School District Purchasing Agent 944 State Route 17K Montgomery, New York 12549

The following must be clearly stated on the envelope:

Name and Address of Bidder

"Valley Central School District – PIZZA, DELI AND CATERING SERVICES"

Bids will be received until January 23, 2026 at 2:15 PM at the School District Business Office, 944 State Route 17K, Montgomery, New York, at which time and place all bids will be publicly opened. Bidders are solely responsible for the arrival of each bid at the place of the bid opening by the appointed time, regardless of the means of delivery. Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from Bidders, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Valley Central School District reserves the right to consider experience, service and reputation in the above-referenced fields. In addition, the District reserves the right to consider the financial responsibility and specific qualifications, as set out herein, of the prospective bidder in its evaluation of the bids and award of the contracts. Valley Central School District Board of Education reserves the right to reject any or all bids.

Brad Conklin

Assistant Superintendent for Business / Deputy District Clerk

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Valley Central School District

944 State Route 17K, Montgomery, NY 12549 Phone: 845-457-2400

December 17, 2025

Subject: Request for Bids - Pizza, Deli, and Catering Services

Dear Prospective Vendor,

The Valley Central School District (VCSD) invites qualified food service providers to submit sealed bids for the provision of pizza, deli, and catering services to support school events, meetings, and functions throughout the district. This bid is issued in accordance with all applicable New York State procurement laws and regulations.

The enclosed bid packet outlines the scope of services, pricing structure, submission requirements, and evaluation criteria. Vendors are encouraged to review all materials carefully and submit a complete proposal by the deadline indicated below:

• Bid Due Date: Friday, January 23, 2026

• **Time:** 2:15 PM EST

Location: Valley Central School District Business Office
 Address: 944 State Route 17K, Montgomery, NY 12549

All bids must be submitted in a sealed envelope clearly labeled: "SEALED BID – FOOD & BEVERAGE CATERING – DO NOT OPEN""

The District reserves the right to reject any or all bids, waive informalities, and award the contract in the best interest of the District. The successful bidder will be notified following Board of Education approval.

We appreciate your interest in serving the Valley Central School District and look forward to reviewing your proposal.

Sincerely,

Brad Conklin Assistant Superintendent for Business / Purchasing Agent Valley Central School District

Valley Central School District

Request for Bid (RFB) Pizza, Deli, and Catering Services

Section 1: General Information

1.1 Purpose

Valley Central School District (VCSD) is seeking sealed bids from qualified vendors to provide pizza, deli, and catering services for school events, meetings, and functions. This bid covers catering for meetings held during meal time, Board of Education functions, staff development sessions, and similar District-sponsored events.

The intent of this Invitation for Bid is to establish a contract with one or more vendors who can provide a comprehensive range of catering services meeting the specifications contained herein. The resulting contract will be available for use by all schools and departments within the District with approval by the Superintendent.

Typical orders are expected to serve 10-25 people. This bid is solely for meeting and event catering. All services must comply with applicable New York State procurement laws and food safety regulations.

1.2 LEGAL AUTHORITY

This bid is issued pursuant to Section 103 of the New York State General Municipal Law, which requires competitive bidding for purchase contracts exceeding twenty thousand dollars (\$20,000). Award shall be made to the lowest responsible bidder meeting specifications, in accordance with GML §103.

All bidders must be capable of meeting the specifications as outlined in the attached Menu Bid Table and Food Safety Requirements. Where brand names or specific products are referenced, they are provided as examples of the quality standard required. Equivalent products meeting or exceeding the stated specifications will be accepted, per GML §103 requirements.

1.3 Bid Submission Deadline

- Bid Issue Date: Wednesday, December 17, 2025
- Questions Due: Friday, January 9, 2026 by 4:00 PM EST
- Addenda Issued (if any): Tuesday, January 13, 2026
- Bid Opening: Friday, January 23, 2026 at 2:15 PM EST
- Anticipated Award: February 2, 2026 Board of Education Meeting
- Contract Start Date: Upon Board Approval

Bids received after 2:15 PM EST on December 19, 2025 will be returned unopened. The District is not responsible for late deliveries by mail carriers or couriers. Bidders are encouraged to deliver bids in person or via courier to ensure timely receipt.

1.4 Contract Period

The initial contract term shall commence upon Board approval (anticipated February 2026) and shall expire on June 30, 2026. The contract may be renewed annually for up to three (3) additional one-year periods (July 1 through June 30), for a maximum total contract term ending June 30, 2030. Renewal is contingent upon satisfactory vendor performance, continued need, and mutual agreement on pricing.

Notice of Non-Renewal: Either party may elect not to renew this contract by providing written notice to the other party no later than May 1 preceding the expiration of the then-current term. If neither party provides notice of non-renewal by May 1, the contract shall automatically renew for the subsequent one-year term, subject to the pricing provisions in Section 5.3. Failure by the vendor to provide timely notice of non-renewal shall obligate the vendor to continue performance under the contract terms for the renewal period.

1.5 Contract Terms

Payment Terms

Payment shall be Net 30 days from receipt of accurate invoice and satisfactory delivery of goods/services. Invoices must reference the District purchase order number and include itemized pricing consistent with the bid. Invoices must be submitted within 30 days of the event date.

Pricing

Prices quoted shall remain firm for the initial contract year. For renewal years, the vendor may request a price adjustment not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the New York-Newark-Jersey City, NY-NJ-PA metropolitan area, as published by the U.S. Bureau of Labor Statistics, for the twelve-month period ending in March of the year of the renewal. Any price increase must be submitted in writing at least sixty (60) days prior to the renewal date (i.e., by May 1 for a July 1 renewal) and is subject to District approval.

Tax Exemption Statement

The Valley Central School District is a political subdivision of the State of New York and is exempt from all New York State and local sales and use taxes under Section 1116(a)(1) of the Tax Law. Bidders are instructed not to include sales or use taxes in their bid prices for all food, catering service, supplies, and related items provided to the District. The District will provide the successful bidder with a properly executed New York State Tax Exemption Certificate (Form ST-119.1 or equivalent) or a Governmental Exempt Purchase Certificate (Form ST-120) from the District upon request to support tax-free purchases of eligible goods and services

Ordering and Delivery

All prices quoted shall include delivery to District-specified locations within Orange County, New York. The following order and delivery requirements apply:

• Advance Notice: Standard orders require minimum 24 hours advance notice. Orders for 20+ people or hot entrées require minimum 48 hours advance notice.

- **Delivery Windows:** Vendor must deliver within a 30-minute window of the requested delivery time.
- **Setup:** Basic setup of delivered items is included at no additional charge. Enhanced setup services (chafing dishes, serving staff) may be quoted separately.
- **Pickup:** Vendor shall retrieve any reusable serving equipment (chafing dishes, platters) within 24 hours of the event or as coordinated with District staff.

Order Changes and Cancellations

Due to the perishable nature of food products, the following cancellation policy applies:

- More than 48 hours before delivery: Full cancellation or modification at no charge
- 24-48 hours before delivery: Cancellation subject to 25% restocking fee
- Less than 24 hours before delivery: Cancellation subject to 50% fee
- **Quantity Adjustments:** Headcount may be reduced by up to 10% without penalty up to 24 hours before delivery.

1.6 SPECIFICATIONS AND REQUIREMENTS

Food Safety and Licensing

All bidders must meet the following food safety requirements:

- 1. Hold a valid Food Service Establishment Permit issued by the Orange County Department of Health (or the health department of the county in which the bidder's establishment is located)
- 2. Maintain a current satisfactory health inspection rating (no critical violations within the past 12 months)
- 3. Employ at least one ServSafe-certified food manager or equivalent certification
- 4. Maintain proper temperature control during transport (hot foods above 140°F, cold foods below 40°F)
- 5. Comply with all applicable federal, state, and local food safety regulations

Food Quality Standards

All food items must meet the following quality standards:

- **Freshness:** All items prepared fresh; no pre-packaged or frozen-reheated items unless specified
- **Ingredients:** Quality commercial-grade ingredients; no artificial trans fats
- Presentation: Professional presentation appropriate for business meetings and events
- Portions: Portions as specified in Menu Bid Table; tray items to serve stated number of guests

Allergen and Dietary Accommodations

Vendors must be able to accommodate the following upon request:

- Vegetarian options (no meat, poultry, or fish)
- Vegan options (no animal products)
- Gluten-free options
- Dairy-free options

• Nut-free preparation (cross-contamination prevention)

All delivered items must include ingredient labels identifying common allergens (milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, soybeans, sesame).

Serving Equipment and Supplies

Unless otherwise specified, orders shall include:

- Appropriate disposable plates, napkins, and utensils
- Serving utensils for all platters and travs
- Chafing dishes with Sterno for hot items (loan or disposable)
- Appropriate condiments and accompaniments

Section 2: Scope of Services

To accommodate a variety of food service providers, pricing is divided into four distinct pricing groups. Vendors may submit bids for one, multiple, or all groups. VCSD reserves the right to award contracts to different vendors for each group based on evaluation criteria.

2.1 Pizza Services (Group A)

Vendors must provide 16" large pizzas. Options should include but are not limited to:

- Plain Cheese
- Pepperoni
- Vegetable
- Gluten-Free (12" minimum)

2.2 Breakfast Services (Group B)

Trays must serve approximately 25 people. Options include:

- Assorted Bagels with Cream Cheese & Butter
- Assorted Muffins & Pastries
- Fresh Fruit Platter
- Yogurt & Granola Cups
- Coffee, Tea, Juice

2.3 Lunch Services (Group C)

Trays must serve approximately 25 people. Options should include but are not limited to:

- Sandwich platters (combinations including turkey, roast beef, salami, and cheese, tuna salad)
- Wrap platters (combinations including turkey, roast beef, salami, and cheese, tuna salad)
- Garden Salad

- Cesar Salad
- Individual Bags of Chips/Pretzels
- Soda/water

2.4 Catering Services (Group D)

Pricing must be provided for both half trays (serves ~10–12) and full trays (serves ~20–25). Items should include but are not limited to:

- Garden Salad
- Caesar Salad
- Penne a la Vodka
- Baked Ziti
- Eggplant Parmigiana
- Chicken Marsala
- Chicken Francese
- Dinner Rolls
- Assorted Beverages (Water, Soda, Juice)
- Assorted Dessert Platter (cookies, brownies, pastries)

Section 3: Pricing Chart

All pricing submitted must be all-inclusive. The District will not pay additional tips or gratuities. Please ensure that all delivery, setup, and labor costs are fully reflected in the provided line item. No additional charges beyond the bid price will be honored.

Group A: Pizza Services

Item Description	Size	Price (\$)
Plain Cheese Pizza	16" Pie	
Pepperoni Pizza	16" Pie	
Vegetable Pizza	16" Pie	
Gluten-Free Pizza	12" Pie	
Garlic Knots	Per Dozen	
Soda 12 oz.	Per Can/Bottle	
Delivery/Set-up and Service Fee	N/A	

Group B: Breakfast Services (Serves ~25 People)

Item Description	Size	Price (\$)
Assorted Bagels w/ Spreads	Full Tray	
Assorted Muffins & Pastries	Full Tray	
Fresh Fruit Platter	Full Tray	
Yogurt & Granola Cups	Full Tray	

Coffee, Tea, Juice	Beverage Service for 25
Delivery/Set-up and Service Fee	N/A

Group C: Lunch Services (Serves ~25 People)

Item Description	Size	Price (\$)
Assorted Wrap Platter (roast beef, turkey,	Platter for 25	
Assorted Sandwich Platter	Platter for 25	
Garden Salad	Full Tray	
Cesar Salad	Full Tray	
Individual Bags of Chips/Pretzels	Platter for 25	
Soda 12 oz.	Per Can/Bottle	
Bottled Water	Per Bottle	
Delivery/Set-up and Service Fee	N/A	

Group D: Catering Services

Item Description	Half Tray Price (\$)	Full Tray Price (\$)
Garden Salad		
Caesar Salad		
Penne a la Vodka		
Baked Ziti		
Eggplant Parmigiana		
Chicken Marsala		
Chicken Francese		
Delivery/Set-up and Service Fee		

Item Description	Unit/Size	Price (\$)
Individual Bags of Chips/Pretzels	Platter for 25	
Bottled Water	Per Bottle	
Assorted Sodas 12 oz	Per Can/Bottle	
Flavored Seltzer 12 oz	Per Can/Bottle	
Dinner Rolls	Per Dozen	
Assorted Dessert Platter (cookies, brownies, pastries)	Platter for 25	
Delivery/Set-up and Service Fee	N/A	

Additional Items: Please attach a list of other food options and prices using the format provided in Attachment A.

Section 4: Bid Evaluation Criteria

Bids will be evaluated based on the following weighted criteria:

Criteria	Weight (%)	
Pricing	60%	
Menu Variety & Quality	30%	
Experience & References	10%	

- Vendors must submit at least three references from similar contracts.
- All food must be prepared in a licensed facility and delivered in compliance with NYS Department of Health regulations.

A "responsible" bidder is one who has the capability to perform the contract requirements and the integrity and reliability to assure good faith performance. The District will consider the following factors:

- 1. Valid Food Service Establishment Permit from the Orange County Department of Health (or bidder's local county health department)
- 2. Satisfactory health inspection history (no critical violations in past 12 months)
- 3. Ability to meet all specifications
- 4. Capacity to deliver within required timeframes and service the District's geographic area
- 5. Demonstrated experience providing catering services to school districts or similar organizations
- 6. Satisfactory references from at least three (3) comparable customers
- 7. Adequate liability insurance coverage as per Attachment I

Award Process

The District reserves the right to: (a) reject any or all bids; (b) waive minor informalities or irregularities in bids; (c) request clarification from bidders; and (d) award to other than the lowest bidder if determination of non-responsibility is made with documented justification. The District may request copies of health inspection reports, permits, and certifications to verify bidder qualifications.

Section 5: Bid Submission Requirements

Bidders must submit the following as part of their bid response:

- 1. Completed Bid Form: Menu Bid Table with all unit prices completed
- 2. **Health Permit:** Copy of current Food Service Establishment Permit from Orange County Department of Health (or bidder's local county health department)
- 3. **Health Inspection Report:** Copy of most recent health inspection report
- 4. **Food Safety Certification:** Copy of ServSafe or equivalent certification for food manager
- 5. **Sample Menu:** Full catering menu showing standard offerings and pricing
- 6. **Delivery Information:** Service area, standard delivery times, and any delivery limitations

- 7. **References:** Three (3) references from school districts or comparable organizations served within the past three years
- 8. Certificate of Insurance: Must meet insurance requirement in Attachment I
- 9. **Non-Collusion Certificate:** Signed certification (Attachment E)
- 10. **Vendor Information Form:** Including W-9 and contact information (Attachment F)
- 11. Iran Divestment Act Certification: Signed certification (Attachment G)

Section 6: Terms & Conditions

6.1 Hold Harmless

The successful bidder shall defend, indemnify, and hold harmless the District, its Board of Education, officers, employees, and agents from and against any and all claims, damages, losses, and expenses arising out of or resulting from the vendor's performance under this contract, including but not limited to any claims of foodborne illness or allergic reaction.

6.2 Insurance Requirements

The successful bidder shall maintain the insurance coverage as detailed in Attachment I throughout the contract term and shall provide a certificate of insurance to the District that meets the insurance requirements. The District shall be named as an additional insured on the general liability policy.

6.3 Termination

The District may terminate this contract for cause with thirty (30) days written notice if the vendor fails to perform in accordance with contract terms, or immediately in the event of a food safety violation. The District may terminate for convenience with sixty (60) days written notice. Upon termination, the vendor shall be compensated for services delivered and accepted prior to termination.

6.4 Assignment

This contract may not be assigned or transferred by the vendor without prior written consent of the District.

6.5 Governing Law

This contract shall be governed by the laws of the State of New York. Any disputes shall be resolved in the courts of Orange County, New York.

6.6 Non-Discrimination

The vendor agrees to comply with all applicable federal, state, and local laws prohibiting discrimination in employment and the provision of services.

6.7 Cooperative Purchasing (Piggybacking)

Pursuant to General Municipal Law §103, the vendor agrees to extend the same terms, conditions, and pricing established under this contract to other New York State school districts and municipalities ("Authorized Users"), subject to the following conditions:

• Written Authorization Required: Any school district or municipality seeking to utilize this contract must first request and receive written authorization from the

Valley Central School District. Requests shall be submitted in writing to the Assistant Superintendent for Business, Valley Central School District, 944 State Route 17K, Montgomery, NY 12549. The District reserves the sole discretion to approve or deny any such request.

- **Vendor Consent:** The vendor's acceptance of orders from Authorized Users is voluntary. The vendor may decline to extend contract pricing to other entities based on capacity, geographic limitations, or other legitimate business reasons.
- Independent Relationship: Any purchases made by Authorized Users shall be independent transactions between the vendor and the Authorized User. The Valley Central School District shall not be responsible for any obligations, payments, disputes, or liabilities arising from purchases made by other entities under this contract.
- **Contract Administration:** The Valley Central School District shall remain the lead agency for purposes of contract administration, amendments, and renewals. Authorized Users shall have no authority to modify contract terms.

6.8 Proprietary Document

This Invitation for Bid document, including all attachments, specifications, and forms, is the sole and exclusive property of the Valley Central School District. This document shall not be reproduced, copied, distributed, modified, or used as a template by any other school district, municipality, organization, or individual without the prior express written permission of the Assistant Superintendent for Business for the Valley Central School District. Unauthorized reproduction or use of this document, in whole or in part, is strictly prohibited. Requests for permission to use this document must be submitted in writing to:

Assistant Superintendent for Business Valley Central School District 944 State Route 17K Montgomery, NY 12549

Section 7: Questions and Contact Information

All questions regarding this bid must be submitted in writing via email to:

Brad Conklin - Assistant Superintendent for Business / Purchasing Agent Brad.Conklin@vcsdny.org

Valley Central School District 944 State Route 17K Montgomery, NY 12549

Questions must be received by 4:00 PM EST on Friday, January 9, 2026. Responses to questions, along with any addenda, will be posted on the District website and distributed to all known prospective bidders by Tuesday January 13, 2026.

Bidders are prohibited from contacting District employees other than the designated contact regarding this bid. Violation may result in bid disqualification.

ATTACHMENTS

The following attachments are incorporated into and made part of this Invitation for Bid:

- Attachment A: Pricing Chart
- Attachment B: Additional Food Options and Pricing
- Attachment C: Food Safety Requirements
- Attachment D: Delivery Locations and Contacts
- Attachment E: Bid Evaluation Summary (Market Basket Pricing Form)
- Attachment F: Non-Collusion Certificate
- Attachment G: Vendor Information Form
- Attachment H: Iran Divestment Act Certification
- Attachment I: Insurance Requirements
- Attachment J: Vendor Submission Checklist

Attachment A: Pricing Chart

All pricing submitted must be all-inclusive. The District will not pay additional tips or gratuities. Please ensure that all delivery, setup, and labor costs are fully reflected in the provided line item. No additional charges beyond the bid price will be honored.

Group A: Pizza Services

Item Description	Size	Price (\$)
Plain Cheese Pizza	16" Pie	
Pepperoni Pizza	16" Pie	
Vegetable Pizza	16" Pie	
Gluten-Free Pizza	12" Pie	
Garlic Knots	Per Dozen	
Soda 12 oz.	Per Can/Bottle	
Delivery/Set-up and Service Fee	N/A	

Group B: Breakfast Services (Serves ~25 People)

Item Description	Size	Price (\$)
Assorted Bagels w/ Spreads	Full Tray	
Assorted Muffins & Pastries	Full Tray	
Fresh Fruit Platter	Full Tray	
Yogurt & Granola Cups	Full Tray	
Coffee, Tea, Juice	Beverage Service for 25	
Delivery/Set-up and Service Fee	N/A	

Group C: Lunch Services (Serves ~25 People)

Item Description	Size	Price (\$)
Assorted Wrap Platter (roast beef, turkey,	Platter for 25	
Assorted Sandwich Platter	Platter for 25	
Garden Salad	Full Tray	
Cesar Salad	Full Tray	
Individual Bags of Chips/Pretzels	Platter for 25	
Soda 12 oz.	Per Can/Bottle	
Bottled Water	Per Bottle	
Delivery/Set-up and Service Fee	N/A	

Group D: Catering Services

Item Description	Half Tray Price (\$)	Full Tray Price (\$)
Garden Salad		
Caesar Salad		
Penne a la Vodka		
Baked Ziti		
Eggplant Parmigiana		
Chicken Marsala		
Chicken Francese		
Delivery/Set-up and Service Fee		

Item Description	Unit/Size	Price (\$)
Individual Bags of Chips/Pretzels	Platter for 25	
Bottled Water	Per Bottle	
Assorted Sodas 12 oz	Per Can/Bottle	
Flavored Seltzer 12 oz	Per Can/Bottle	
Dinner Rolls	Per Dozen	
Assorted Dessert Platter (cookies, brownies, pastries)	Platter for 25	
Delivery/Set-up and Service Fee	N/A	

Additional Items: Please attach a list of other food options and prices using the format provided in Attachment B.

Attachment B: Additional Food Options & Pricing

Vendors are encouraged to provide a broader selection of menu items beyond those listed in the pricing chart. Please use the format below or attach your own menu with equivalent details.

Category	Item Name	Description (if applicable)	Unit/Size	Price (\$)
Breakfast				
Lunch/Deli				
Hot Entrees				
Sides & Salads				
Desserts				
Beverages				

Please indicate if any items are vegetarian, vegan, gluten-free, or nut-free.

Attachment C: Food Safety Requirements

LICENSING AND PERMITS

- Valid Food Service Establishment Permit from Orange County Department of Health (or bidder's local county health department if located outside Orange County)
- Current satisfactory health inspection (no critical violations in 12 months)
- ServSafe or equivalent food safety certification for at least one manager

TEMPERATURE CONTROL

- Hot foods must be maintained at 140°F or above during transport
- Cold foods must be maintained at 40°F or below during transport
- Temperature logs must be available upon request

ALLERGEN MANAGEMENT

- Ingredient labels required for all items identifying major allergens
- Major allergens: milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, soybeans, sesame
- Cross-contamination prevention procedures required

FOOD HANDLING

- All food handlers must have proper training
- Proper handwashing and glove use required
- Food contact surfaces must be sanitized

DELIVERY REQUIREMENTS:

- Delivery vehicles used for food transport must be clean, sanitary and well maintained.
- Hot and cold foods must be separated during transport
- Delivery personnel must have food handler training
- Delivery personnel must have a valid ID in order to enter a building

Attachment D: Delivery Locations

Location	Address
District Office	944 State Route 17K, Montgomery, NY 12549
Valley Central High School	1175 State Route 17K, Montgomery NY 12549
Valley Central Middle School	1189 State Route 17K, Montgomery, NY 12549
Berea Elementary School	946 State Route 17K, Montgomery, NY 12549
East Coldenham Elementary School	286 State Route 17K, Newburgh, NY 12550
Walden Elementary	75 Orchard Street, Walden, NY 12586
Montgomery Elementary	141 Union Street, Montgomery, NY 12549
Alternative Learning Center at	
Maybrook	120 Broadway, Maybrook, NY 12543

Attachment E: Bid Evaluation Scoring Rubric

Each bid will be scored by the VCSD evaluation committee using the following rubric:

Evaluation Criteria	Weight (%)	Scoring Range	Description
Pricing	60%	0–60	Competitive pricing across all categories; clarity and completeness
Menu Variety & Quality	30%	0–30	Diversity of offerings, dietary accommodations, and perceived food quality
Experience & References	10%	0–10	Proven track record with similar clients; strength of references

Attachment F: NON-COLLUSION CERTIFICATE

(Required by Section 103-d of the General Municipal Law)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Company Name	
Authorized Signature / Title	
Printed Name	
Date	
Sworn to before me this day of	, 20
Notary Public Signature:	My Commission Expires:

ATTACHMENT G: VENDOR INFORMATION FORM

Company Information
Legal Business Name:
DBA (if applicable):
Street Address:
City, State, ZIP:
Phone: Fax:
Website:
Federal Tax ID (EIN):
Contact Information
Primary Contact Name:
Title:
Email:
Direct Phone:
Business Type (check one):
□ Corporation □ Partnership □ Sole Proprietorship □ LLC □ Other:
Food Service Information
Health Permit Number:
Permit Issuing Authority (County):
Date of Last Health Inspection:
ServSafe Certified Manager Name:
References (minimum 3 school districts or comparable organizations)
Reference 1:
Organization:
Contact Name/Title:
Phone/Email:
Contract Value/Years Served:
Reference 2:
Organization:
Contact Name/Title:
Phone/Email:
Contract Value/Years Served:

Reference 3: Organization:		
Contact Name/Title:		
Phone/Email:		
Contract Value/Years S	erved:	
☐ W-9 Form Attached Attached	☐ Health Permit Attached	☐ Certificate of Insurance
Authorized Signature / I	Date	

ATTACHMENT H: IRAN DIVESTMENT ACT CERTIFICATION

(Required by Section 103-g of the General Municipal Law and Section 165-a of the State Finance Law)

Background

The Iran Divestment Act of 2012 ("Act") prohibits political subdivisions, including school districts, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to State Finance Law §165-a and General Municipal Law §103-g, the New York State Office of General Services maintains a list of entities determined to be engaged in investment activities in Iran (the "Prohibited Entities List").

The current Prohibited Entities List is available at: https://ogs.ny.gov/iran-divestment-act-2012

Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- a. The bidder is not identified on the Prohibited Entities List created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law;
- b. The bidder will not utilize any subcontractor on this contract that is identified on the Prohibited Entities List; and
- c. The bidder acknowledges that if awarded a contract, and it is subsequently determined that the certification was intentionally false or made in reckless disregard for its truth or falsity, the District may terminate the contract.

Exception

If the bidder cannot make the foregoing certification, the bidder must check the box below and attach a signed statement setting forth in detail the reasons why such certification cannot be made:

continuation darmet be made.	
☐ Bidder cannot make the above certification. Statement	t of reasons is attached.
Company Name	
Authorized Signature / Title	
Printed Name	
Date	

Attachment I

INSURANCE REQUIREMENTS – FOOD SERVICE PROVIDERS [Including Caterers]

- 1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the food service provider hereby agrees to effectuate the naming of the District as an Additional Insured on the food service provider's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
- 2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District for ongoing operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
- 3. The certificate of insurance must describe the services provided by the food service provider that are covered by the liability policies.

At the District's request, the food service provider shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the food service provider will provide a copy of the policy endorsements and forms.

- 4. The food service provider agrees to indemnify the District for applicable deductibles and self-insured retentions.
- 5. Minimum Required Insurance:
 - a. Commercial General Liability Insurance

\$2,000,000 per Occurrence/\$4,000,000 Aggregate \$2,000,000 Products and Completed Operations \$1,000,000 Personal and Advertising Injury \$100,000 Fire Damage \$10,000 Medical Expense

b. Automobile Liability

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. Workers' Compensation and NYS Disability Insurance

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees [per NYS WC and Disability laws]. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online

d. Umbrella/Excess Insurance

\$5,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability and Auto Liability coverages.

6. The food service provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The food service provider is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.

Attachment J

Vendor Submission Checklist ✓

To ensure your bid is complete, please confirm the following items are included:

Completed Pricing Chart (Attachment A)
Additional Food Options and Pricing (Attachment B)
Attachment C: Food Safety Requirements
Signed Non-Collusion Certificate (Attachment F)
Signed Vendor Information Form (Attachment G)
Signed Iran Divestment Act Certification (Attachment H)
Copy of Health Permit
Copy of Valid Food Service License
Copy of most recent health inspection report
Copy of ServSafe or equivalent certification for food manager
Certificate of Insurance (COI) (specs in Attachment I)
Three (3) References from Similar Clients
Any Additional Menus or Promotional Materials