



**Empower
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Connect**

**Request for Bid
NCSD-26-016**

FRESH PIZZA

**Niskayuna Central School District
1430 Balltown Road
Niskayuna, NY 12309
Phone: (518) 377-4666**

SUBMISSIONS DUE BY: May 5, 2026 at 2:00 PM

TIMELINE:

RELEASE OF RFB: APRIL 21, 2026

BID DUE DATE: MAY 5, 2026 at 2:00 PM

RFB AWARD BY BOARD OF EDUCATION: MAY 12, 2026

In accordance with the provisions of Section 103 of the General Municipal Law, an advertisement has been published in the local newspaper.

POINT OF CONTACT

The sole point of contact at the District for purposes of this RFB prior to the award of a contract is the Purchasing Agent. All contact relative to this RFB should be made in writing and directed to:

Michael DeSantis, Purchasing Agent
Niskayuna Central School District
1430 Balltown Road
Niskayuna, New York 12309
518-377-4666 x50709
mdesantis@niskyschools.org

BID REQUIREMENTS

In order to provide a uniform review process, all proposals must include the following:

- **Bid Cover Sheet:** Use Attachment A - Vendor Form
- **Cost Proposal:** Use Attachment B: Cost Proposal
- **Required Certifications:** Non-Collusion Certification and Iran Divestment Act Certification (Attachments C and D).
- **Proof of Insurance:** Certificates should address all requirements listed in Attachment E.
- **References:** Use Attachment F (or similar) to provide a minimum of five (5) references that you have worked with in the last five (5) years.

1. NOTICE TO BIDDERS

- a. Scope of Services: The Niskayuna Central School District ("DISTRICT") hereby invites the submission of sealed BIDS to supply Fresh Pizza to all eight schools located in the district. The selected vendor will provide services that meet the requirements and conditions outlined below.

General Scope: The Niskayuna Central School District is soliciting vendors to provide fresh pizza to all eight district schools. There is the potential for this to be a renewable annual contract, subject to an RFB process when required or initiated by the district. The period of this contract shall commence on July 1, 2026 through June 20, 2027. Upon completion of the initial term and upon mutual agreement the contract may be extended for two (2) twelve (12) month periods

- b. In order to receive consideration, proposals must be submitted to the Purchasing Office at the above address no later than **2:00 PM on Tuesday, May 5, 2026**. If the DISTRICT is officially closed on the date scheduled for submission of proposals, the required date for submission will be on the next day the DISTRICT is officially open.
- c. Vendors must submit an original Bid (identified as such) and two (2) copies in a sealed envelope and must indicate the following information on the outside of the package: Vendor's name and address, RFB number and title, RFB due date.
- d. There is no express or implied obligation for the DISTRICT to reimburse Vendors for any expenses incurred in responding to this RFB.
- e. Submission of a Proposal indicates acceptance by the Vendor of the terms and conditions contained in this RFB.
- f. Vendors are encouraged to submit an electronic copy of the Bid in the sealed envelope.
- g. Vendors must submit the pricing information for this RFB on the Cost Proposal sheet (Attachment B).
- h. In submitting a Bid, the Vendor agrees to all of the terms and conditions set forth in the Agreement attached to this RFB.

2. INSTRUCTIONS TO VENDORS

- a. Bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder unopened. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by DISTRICT employees. The Bidder assumes all responsibility for having the Bid deposited on time at the place specified.

- b. The DISTRICT will interpret the submission of a Bid to mean that the Bidder is fully informed as to the extent and character of the services, supplies and materials required and that the Bidder can furnish the same in complete compliance with the RFB Documents.
- c. The non-collusive certification must be filled out in its entirety and included with each Bid as required by the DISTRICT.
- d. The forms listed below must be completed and included with each Bid and all Bidders must sign all RFB Documents where indicated.
 - i. Attachment A - Vendor Form
 - ii. Attachment B - Cost Proposal
 - iii. Attachment C - Non-Collusion Certification
 - iv. Attachment D - Iran Divestment Act Certification
 - v. Proof of Insurance meeting the requirements of Attachment E
 - vi. Attachment F - References
- e. No interpretation of the meaning of the RFB Documents will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to DISTRICT. Any interpretations issued will be in the form of addendum/addenda to the RFB. All addendum/addenda so issued shall become a part of the RFB. Any addenda sent to the Proposers shall be binding and take precedence over the section of the original RFB Documents which it replaces.

The DISTRICT may make any investigation they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the DISTRICT all such information and data for this purpose as the DISTRICT may request. all vendors. No explanation of RFB response procedures or interpretation of the specifications will be binding on the School District unless it is made in writing and no vendor should rely on an oral answer given by any person. Under no circumstances may any firm or its representatives contact any employee or representative of the District regarding this RFB, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

3. AWARD AND RESERVATION OF RIGHTS

- a. The Agreement will be awarded to the responsive and responsible Vendor(s) offering a Bid response that best meets the terms, conditions and criteria stated in the RFB.
- b. 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 the Bid that acceptance thereof must be made within a shorter specified time.

- c. The DISTRICT reserves the right to inspect the Bidder's physical facilities prior to award. If the facility is found to be insufficient for the services specified herein, DISTRICT reserves the right to reject the Bid.
- d. The DISTRICT reserves the right to reject all Bids. Also reserved is the right to reject any Bid in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of DISTRICT will be served.
- e. The DISTRICT reserves the right to reject incomplete Bids. The DISTRICT also reserves the right to request additional data or material at any time. All material submitted in response to this RFB will become the property of the DISTRICT upon the opening of this RFB.
- f. The DISTRICT reserves the right to reject Bids that impose conditions that would modify the terms and conditions of the RFB Documents or limit the Vendor's liability to the DISTRICT on the Agreement awarded on the basis of such Bid.
- g. The DISTRICT reserves the right to reject any Bid where investigation and evaluation of the Vendor's qualifications indicate that the Vendor may not promptly and efficiently complete the services as per the Specifications.
- h. The DISTRICT reserves the right to negotiate the terms of the RFP, including the award amount, with the selected Vendor(s) prior to entering into an agreement.
- i. The DISTRICT reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected.
- j. Each Bid will be received with the understanding that the acceptance thereof, in writing, by the DISTRICT to furnish any or all of the products and/or services described therein shall constitute a contract between the successful Bidder and the DISTRICT. The Agreement shall bind the successful Bidder to furnish and deliver at the prices and in accordance with the conditions of this Bid. The DISTRICT reserves the right to increase or decrease the products and/or services in the best interest of the DISTRICT.
- k. All Bids, with consideration to the escalation clause (if any), will be held firm for the duration of the Agreement including any extensions agreed to by the parties.
- l. The placing in the mail of a notice of award to a Successful Vendor, to the address given in the Bid, will be considered sufficient notice of award of an agreement. Failure of the Successful Bidder to contact the DISTRICT to object to the award or prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the Agreement by the Successful Vendor(s).
- m. If the Successful Vendor fails to deliver or provide the services within the time specified, or within reasonable time as interpreted by the DISTRICT, or fails to make replacement of rejected items when so requested immediately or as directed by the DISTRICT, the DISTRICT may purchase from other sources to

take the place of the item rejected or not delivered or services not provided. The DISTRICT reserves the right to authorize immediate purchase from other sources against rejections on any Agreement when necessary. On all such purchases, the Successful Vendor agrees to reimburse the DISTRICT promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Vendor shall have no claim to the difference. Such purchases will be deducted from the Agreement quantity.

- n. In the sole discretion of the DISTRICT the Bid of a Vendor whose performance on any previous contract with the DISTRICT has been determined to be unsatisfactory may be rejected.

4. SPECIAL CONDITIONS

GENERAL INFORMATION

The District reserves the right to award contracts on individual items, entire lots or on total sums, whichever is in the best interests of the District.

PIZZA SPECIFICATIONS

The Board of Education requests nutritional information, ingredient labels, and formulation statements for **proteins** and **grains** on all products being quoted.

1. All product quoted must be zero trans-fat per serving
2. 100% cheese to be used
3. Pizzas are to be prepared/offered in 18-cut sheet pan
4. Two proteins and two grains/slice are required
5. Dough must consist of 50% whole grain & 50% enriched flours (Catering doesn't apply)

PRICE(S)

Price shall be net, per unit, FOB schools and shall remain firm for the contract term unless otherwise specified. There shall be no charge for the delivery of the awarded product under the subsequent bid.

Pricing to be provided on Attachment B (Cost Proposal), shall be valid for the period of 7/1/2026 – 6/30/2027.

Monthly invoices and statements shall be presented by the 5th of the following month to the attention of the Food Service Director, Ross Tuskey, by email to: rtuskey@niskyschools.org or by US mail to the billing address appearing on the Purchase Order. Either method is acceptable however the electronic submission of invoices and statements is preferable.

PLACING OF ORDERS

Orders will be made on a daily basis for only such quantities that are believed to be necessary for the following school day without a minimum required.

DELIVERIES

The schedule of deliveries must be coordinated with the Food Service Director. Each delivery must be accompanied by an itemized delivery slip that shall be signed by the kitchen staff member receiving the delivery. Additionally, all deliveries must be stacked and stored as designated by the Food Service Director or designee.

CONTRACT TERM

Effective upon award, the contract term is **July 1, 2026 through June 30, 2027** with two (2) 12-month extension options. Upon completion of the initial term and upon mutual agreement the contract may be extended for two (2) twelve- (12) month periods. The contract may also be extended on a month-to-month basis for a period not to exceed six (6) months, with the mutual agreement of both the respondent and the District.

LIST OF SCHOOLS TO BE SERVICED:

| | |
|---|----------------------------|
| A. Birchwood Elementary School 897 Birchwood La. Niskayuna, NY 12309 | 518-344-2910 Ext. 10705 |
| B. Craig Elementary School 2566 Balltown Rd. Niskayuna, NY 12309 | 518-377-0194 Ext. 11705 |
| C. Glencliff Elementary School 961 Riverview Rd. Rexford, NY 12148 | 518-399-2328 Ext. 12705 |
| D. Hillside Elementary School 1100 Cornelius Avenue Niskayuna, NY 12309 | 518-377-1859 Ext. 13705 |
| E. Rosendale Elementary School 2455 Rosendale Rd. Niskayuna, NY 12309 | 518-377-3141 Ext. 14705 |
| F. Iroquois Middle School 2495 Rosendale Rd. Niskayuna, NY 12309 | 518-377-2470 Ext. 19722 |
| G. Van Antwerp Middle School 2253 Story Avenue Niskayuna, NY 12309 | 518-370-4674 Ext. 20722 |
| H. Niskayuna High School 626 Balltown Rd Niskayuna, NY 12309 | 518-382-2511 |

ATTACHMENT A

VENDOR FORM

Name of Vendor: _____

Address: _____

Prepared By: _____

Title: _____

The undersigned declares that _____ carefully examined the RFB Documents, including, but not limited to, the General Terms and Conditions, Scope of Work, and Attachments, and will furnish the service in compliance with such documents for the price(s) set forth in Vendor's Bid.

The undersigned further agrees to be bound by the terms and conditions contained in the RFB Documents in the event that the DISTRICT accepts Vendor's Bid.

The full name and the address of any firm or corporation of all persons interested in this RFB as principals are as follows:

Signature of persons, corporation or firm

Date: _____

Firm: _____

Phone: _____

Name: _____

Prepared by (Signature): _____

Email: _____

ATTACHMENT B

COST PROPOSAL

LOT #1 - FRESH PIZZA, CHEESE; 100% cheese, par-baked, full sheet pans, 18 slices (1.0 slice)/ea. Two grains and two proteins required/slice.

| Item | Location | Delivery | Monthly Qty | Annual Qty | Unit Price | EXT PRICE/ANN |
|-------------|-----------------|-----------------|--------------------|-------------------|-------------------|----------------------|
| 1 | Birchwood | Monday-Friday | 40 | 400 | | |
| 2 | Craig | Monday-Friday | 40 | 400 | | |
| 3 | Glenclyff | Monday-Friday | 40 | 400 | | |
| 4 | Hillside | Monday-Friday | 40 | 400 | | |
| 5 | Rosendale | Monday-Friday | 40 | 400 | | |
| 6 | Iroquois | Monday-Friday | 175 | 1,750 | | |
| 7 | Van Antwerp | Monday-Friday | 50 | 500 | | |
| 8 | High School | Monday-Friday | 225 | 2,250 | | |

**ANTICIPATED
TOTAL COST -
FRESH PIZZA,
CHEESE**

LOT #2 - FRESH PIZZA, Broccoli; 100% cheese, par-baked, full sheet pans, 18 slices (1.0 slice)/ea. Two grains and two proteins required/slice.

| Item | Location | Delivery | Monthly Qty | Annual Qty | Unit Price | EXT PRICE/ANN |
|------|-------------|---------------|-------------|------------|------------|---------------|
| 1 | Birchwood | Monday-Friday | 12 | 120 | | |
| 2 | Craig | Monday-Friday | 12 | 120 | | |
| 3 | Glenclyff | Monday-Friday | 12 | 120 | | |
| 4 | Hillside | Monday-Friday | 12 | 120 | | |
| 5 | Rosendale | Monday-Friday | 12 | 120 | | |
| 6 | Iroquois | Monday-Friday | 20 | 200 | | |
| 7 | Van Antwerp | Monday-Friday | 14 | 140 | | |
| 8 | High School | Monday-Friday | 40 | 400 | | |

**ANTICIPATED
TOTAL COST -
FRESH PIZZA,
BROCCOLI**

LOT #3 - FRESH PIZZA, BBQ Chicken; 100% cheese, par-baked, full sheet pans, 18 slices (1.0 slice)/ea. Two grains and two proteins required/slice.

| Item | Location | Delivery | Monthly Qty | Annual Qty | Unit Price | EXT PRICE/ANN |
|------|-------------|---------------|-------------|------------|------------|---------------|
| 1 | Birchwood | Monday-Friday | 10 | 100 | | |
| 2 | Craig | Monday-Friday | 10 | 100 | | |
| 3 | Glenclyff | Monday-Friday | 10 | 100 | | |
| 4 | Hillside | Monday-Friday | 10 | 100 | | |
| 5 | Rosendale | Monday-Friday | 10 | 100 | | |
| 6 | Iroquois | Monday-Friday | 15 | 150 | | |
| 7 | Van Antwerp | Monday-Friday | 10 | 100 | | |
| 8 | High School | Monday-Friday | 25 | 250 | | |

**ANTICIPATED
TOTAL COST -
FRESH PIZZA,
BBQ CHICKEN**

LOT #4 - FRESH PIZZA, Buffalo Chicken; 100% cheese, par-baked, full sheet pans, 18 slices (1.0 slice)/ea. Two grains and two proteins required/slice.

| Item | Location | Delivery | Monthly Qty | Annual Qty | Unit Price | EXT PRICE/ANN |
|------|-------------|---------------|-------------|------------|------------|---------------|
| 1 | Birchwood | Monday-Friday | 12 | 120 | | |
| 2 | Craig | Monday-Friday | 12 | 120 | | |
| 3 | Glenclyff | Monday-Friday | 12 | 120 | | |
| 4 | Hillside | Monday-Friday | 12 | 120 | | |
| 5 | Rosendale | Monday-Friday | 12 | 120 | | |
| 6 | Iroquois | Monday-Friday | 20 | 200 | | |
| 7 | Van Antwerp | Monday-Friday | 14 | 140 | | |
| 8 | High School | Monday-Friday | 40 | 400 | | |

**ANTICIPATED
TOTAL COST -
FRESH PIZZA,
BUFFALO
CHICKEN**

LOT #5 - FRESH PIZZA, Pepperoni; 100% cheese, par-baked, full sheet pans, 18 slices (1.0 slice)/ea. Two grains and two proteins required/slice.

| Item | Location | Delivery | Monthly Qty | Annual Qty | Unit Price | EXT PRICE/ANN |
|------|-------------|---------------|-------------|------------|------------|---------------|
| 1 | Birchwood | Monday-Friday | 15 | 150 | | |
| 2 | Craig | Monday-Friday | 15 | 150 | | |
| 3 | Glenclyff | Monday-Friday | 15 | 150 | | |
| 4 | Hillside | Monday-Friday | 15 | 150 | | |
| 5 | Rosendale | Monday-Friday | 15 | 150 | | |
| 6 | Iroquois | Monday-Friday | 25 | 250 | | |
| 7 | Van Antwerp | Monday-Friday | 15 | 150 | | |
| 8 | High School | Monday-Friday | 55 | 550 | | |

**ANTICIPATED
TOTAL COST -
FRESH PIZZA,
PEPPERONI**

ATTACHMENT C

NON-COLLUSIVE BIDDING CERTIFICATION

Vendor Name: _____

Address: _____

I. General Certification:

- A. The Vendor certifies that they will furnish, at the prices herein quoted, the services and equipment as proposed on these forms.

II. Non-Collusion Certification

- A. By submission of this RFB, the Vendor certifies that it is complying with Section 103d of the General Municipal Law as follows
- B. By submission of this RFB, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint RFB each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
1. the prices in this RFB have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other vendor or competitor:
 2. unless otherwise required by law, the prices were not disclosed by the Vendor prior to opening, directly or indirectly, to any other contractor or to any competitor;
 3. no attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not submit an RFB for the purpose of restricting competition.
- C. An RFB shall not be considered for award nor shall any award be made where II(B)(1)(2)(3) above have not been complied with; provided, however, that in any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the RFB a signed statement which sets forth in detail the reasons therefore. Where II(B)(1)(2) and (3) above have not been complied with, the RFB shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official there of which the RFB is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Vendor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publications of new or revised price lists for such items or (C) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning subparagraph (b).

III. Certification and Authorization

- A. Any RFB hereafter made to any political subdivision of the state or any public department, agency or official thereof by corporate Vendor for work or services performed or to be performed or goods sold or to be sold, where a competitive RFB is required by statute, rule, regulation, or local law and where such RFB contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the Vendor, and such authorization shall be deemed to include the signing and submission of the RFB and the inclusion therein of the certificate as to the non-collusion as the act and deed of the corporation.

IV. Department and Suspension Certification

- A. To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive Vendor include a certification statement with each RFB on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by Federal agency. It is the responsibility of each Vendor to sign the certification statement and submit it with any RFB. A school authority may rely upon the certification statement submitted by the Vendor unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the Vendor's status relative to debarment and suspension.

Signature

Title

Date

ATTACHMENT D

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), § 165-a and General Municipal Law (GML) § 103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML § 103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Vendor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Vendor is advised that once the list is posted on the OGS website, any Vendor seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the DISTRICT receive information that a person is in violation of the above-referenced certification, the DISTRICT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the DISTRICT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Vendor in default.

The DISTRICT reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature

Print Name: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT E

INSURANCE REQUIREMENTS

With RFB responses, proposers shall include proof of General Liability Insurance with a duly subscribed insurance carrier as outlined below, as well as proof of the other enumerated insurance coverages.

A. The successful bidder shall provide, pay for, and maintain such insurance as will protect the Niskayuna Central School District and the successful bidder from claims under Workers Compensation Acts and amendments thereto.

B. The successful bidder shall pay salaries and expenses of its employees and shall perform all obligations and discharge all liabilities imposed upon employers under tax, labor, wage hour, workers compensation and insurance, social security, and any and all federal, state, county, and local laws and regulations.

C. The successful bidder, at his expense, shall at all times carry liability insurance insuring himself and the School District with limits as follows:

I. Workers Compensation Insurance

a. Statutory benefits

b. Employer's liability – at least \$1,000,000.00

II. Commercial General Liability (including Contractual and Personal Injury Liability):

a. \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

III. Commercial Automobile Liability (including owned, non-owned and hired vehicles)

a. \$1,000,000 Combined Single Limit

ATTACHMENT F

REFERENCES

Submissions will not be considered complete without providing a minimum of five (5) references that you have worked with in the last five (5) years, including at least one reference that has been with your firm for more than five (5) years. If possible, references should include at least two clients who are similar in size and business to Niskayuna Central School District.

REFERENCE NO. 1 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____

REFERENCE NO. 2 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____

REFERENCE NO. 3 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____

REFERENCE NO. 4 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____

REFERENCE NO. 5 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____