



**Niskayuna Central School District  
Business Office  
1239 Van Antwerp Rd  
Niskayuna, NY 12309**

**“CHARTER BUS SERVICES”  
NCSD-24-002**

**PROPOSAL DUE DATE: April 12, 2024 @ 3:00 PM (EDT)**

**NOTICE OF REQUEST FOR PROPOSALS**

**The NISKAYUNA CENTRAL SCHOOL DISTRICT (“DISTRICT”), Niskayuna, New York is seeking Proposals from qualified firms to provide the above referenced service(s) to the District. The District seeks to purchase excellent, affordable quality service(s).**

**The Proposer’s qualifications, cost, and compliance with the requirements of the District will be used during the evaluation of the Proposer selection.**

**The response to this Request for Proposal must be received no later than April 12, 2024 @ 3:00 PM, in the Office of the Niskayuna Central School District’s Purchasing Agent.**

**The District reserves the right to reject any or all Proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional Proposals.**

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**SECTION I: INTRODUCTION**

The NISKAYUNA CENTRAL SCHOOL DISTRICT (“the District”) hereby solicits sealed competitive Proposals from proposers to provide CHARTER BUS services to the District.

It is the purpose of this Request for Proposals (RFP) to select one or more vendors to provide transportation services to/from selected events/destinations on an as needed basis.

This RFP does not commit the District to pay any costs incurred in the preparation of Proposals. Further, the District reserves the right to accept or reject any or all Proposals or any part of a Proposal, if it is in its best interest to do so.

Any factual information contained in this RFP is for informational purposes only, and is subject to independent verification by the Proposer.

**SECTION II: SCHEDULE**

The anticipated schedule of key events with regard to this Proposal process is as follows:

RFP Issued

March 12, 2024

**Request(s) for Content Clarification(s)  
No Later Than**

**March 26, 2024 @ 4:00 PM**

**RFP Due Date:**

**April 12, 2024 @ 3:00 PM**

**Award Date**

**April 24, 2024**

**Contract Term**

**July 1, 2024 – June 30, 2025**

**Note: The District reserves the right to revise these dates.**

### SECTION III: REQUEST FOR PROPOSALS (RFP)

#### A. Request(s) for Content Clarification(s)

If discrepancies or omissions are found by any prospective bidder or if there is doubt as to the true meaning of any part of this RFP, a written request for a clarification or interpretation shall be submitted to the District BUSINESS OFFICE in writing, or by email ([purchasing@niskyschools.org](mailto:purchasing@niskyschools.org)) on or before the date indicated in SECTION II.

#### B. Addenda

Any interpretation, corrections and changes to this RFP and requirements or extensions to the submittal date will be made in writing by Addenda. Sole issuing authority of Addenda shall be vested in the Niskayuna Central School District Business Office as entrusted by the Board. Addenda will be mailed, faxed or delivered to all that are known to have received a copy of the RFP. Bidders shall acknowledge receipt of all addenda in Exhibit A-5 of this document. Any Addenda so issued are to be considered a part of this RFP document.

#### C. Proposal Due Date

The Proposer is requested to submit only pages 20 through 33, along with other requirements in the manner specified in the RFP along with their submittal. The Proposal must be signed by a person authorized to legally bind the entity submitting the Proposal, enclosed in a sealed envelope or package clearly marked on the exterior with “PROPOSAL# NCS-D-24-002 : “CHARTER BUS SERVICES”/ DUE DATE: April 12 @ 3:00 PM (EDT)”, and be received by mail or hand delivered to the Niskayuna Central School District Business Office no later than the time and date indicated in SECTION II, at the address shown below. Proposals shall be publicly acknowledged as received at such time. All Proposals will be dated and time stamped with the official time by the Niskayuna Central School District Business Office upon receipt. Any Proposals received after this stipulated time will be returned unopened.

Proposals are to be addressed to: NISKAYUNA CENTRAL SCHOOL DISTRICT

Mailed to: OR Hand-delivered to:  
NISKAYUNA CENTRAL SCHOOL DISTRICT  
BUSINESS OFFICE  
1239 VAN ANTWERP ROAD  
NISKAYUNA, NY 12039

#### D. Damaged/Illegible Proposals

The District is not responsible for any Proposal or portion of a Proposal submittal that has been damaged or destroyed while in transit to the District. Proposers should take the necessary precautions to ensure that their submission is received intact. Illegible Proposals or documents received will be considered void and unacceptable.

#### E. Late Proposals

Proposals received in the District Business Office after the Submittal deadline shall be returned unopened and will be considered void and unacceptable. The District is not responsible for lateness of mail, carrier, etc. and the date/time stamp in the Business Office shall be the official time of receipt.

**F. Altering Proposals**

**Proposals cannot be altered or amended after the Submittal deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity.**

**G. Withdrawal of Proposal**

**A Proposal may not be withdrawn or canceled by the Proposer without justifiable cause following the date designated for the due date of Proposals and Proposer so agrees upon submittal of their Proposal.**

**H. Exclusion**

**No oral, telegraphic, telephonic or facsimile Proposals will be considered.**

**I. No Submittal**

**Should the Proposer not wish to submit at this time but wishes to remain on the list for future Proposals, please submit a “NO SUBMITTAL” by the same time and at the same location as stated for acknowledgment. If a response is not received in the form of a “PROPOSAL” or “NO SUBMITTAL” for three (3) consecutive RFP’s, the Proposer shall be removed from service list.**

**Proposers desiring a copy of the Proposal Acknowledgement Sheet may call the Niskayuna Central Schools Business Office at (518) 377-4666 Ext. 50701 to obtain detailed information on requesting a tabulation. Proposal Acknowledgements WILL NOT BE GIVEN BY TELEPHONE.**

## SECTION IV: PROPOSAL EVALUATION

### A. Evaluation Criteria

Evaluation criteria have been established to assist the District in determining which Proposer(s) will provide the best-suited, quality service(s), which most nearly satisfies the requirements of the District. The criteria listed below are not of equal value or decision weights. The District will select the lowest responsible Proposal, taking into consideration the following criteria as to the Proposers' responsibility. Evaluation shall include, but not be limited to the following;

1. Proposed Service information in Section V.
2. Services offered are in compliance with the scope of services.
3. Proposers experience and performance in providing services(s) to other similar facilities or customers.
4. Proposers submit the required documents.
5. Proposers Management and Financial Capability.
6. The previous experience of the contractor in transporting pupils.
7. The name of each transportation company of which the contractor has been an owner or manager.
8. A description of any safety programs implemented by the contractor.
9. A record of accidents in motor vehicles under the control of the contractor.
10. The driving history of employees of the contractor.
11. Inspection records and model year of each of the motor vehicles under the control of the contractor.
12. Maintenance schedules of the motor vehicles under the control of the contractor.
13. A financial analysis of the contractor.
14. Documentation of compliance with motor vehicle insurance requirements.
15. Total cost of the proposal.
16. Other criteria as reasonably determined by the District.

### B. Evaluation of Proposals

1. The District will evaluate each Proposal submitted.
2. During the RFP evaluation period all communication shall be directed to the Business Office.
3. Each Proposal will be evaluated according to the following process to determine if it meets the evaluation criteria outlined in this RFP.
  - a. First will be to determine whether the proposal conforms with the minimum criteria for consideration. Each Proposer will be required to meet the necessary experience, insurance, bonding and financial information that are required for submittal with the Proposal package. Proposal packages failing to submit the necessary documentation shall be rejected without further evaluation and the Proposer will be so informed in writing.
  - b. All proposals not rejected will be evaluated according to the criteria listed in requested as part of this RFP.
  - c. The District reserves the right to request a "best and final" offer from each of the finalists.

- d. **The District will select contractors who meet the requirements of this RFP and have exemplary safety records.**

**C. Disqualification of a Proposer & Rejection of a Proposal**

**Any one or more of the following, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal.**

1. **Evidence of collusion among Proposers.**
2. **Failure to satisfy the Submittal requirements of the RFP.**
3. **Lack of responsibility as shown by past work, reference, or other factors.**
4. **Default or termination of other contracts or agreements.**
5. **Illegible or vague Proposals.**
6. **Other causes as deemed appropriate at the Board's sole and absolute discretion.**

**D. Rights to Accept or Reject**

**It is understood that the District reserves the right to accept or reject any and all Proposals for any/or all services covered in this RFP and to waive irregularities or technical deficiencies that, in the judgment of the District, best meet the requirements of the District.**

**E. Final Selection**

**The final selection of vendor(s) will be made on the basis of the District's determination of the respondent's overall ability to provide and manage the services for the District.**



## SECTION V: RFP SUBMITTAL REQUIREMENTS

### A. Confidential Information

The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, Bids submitted in response to this RFP constitute government records subject to FOIL. The District will use the information in the bid response for the evaluation of this Bid. By submitting a bid, vendors understand that the District must comply with the provisions of the New York State Freedom of Information Law (FOIL) and that public disclosure of the information contained in the Bid response may be required, and to make no claim for any damages as a result of any such disclosure by the District pursuant to FOIL.

### B. Minimum Qualifications:

The District desires that all Proposers possess certain references to ensure high quality product(s) for the District. Therefore, Proposers must meet the following minimum requirements to be considered:

The Proposer must have successfully provided services(s) of a similar type and specifications and to have minimum experience of at least three (3) years, not limited to a school district, prior to the submission.

### C. Insurance:

Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including sexual abuse & misconduct. Such insurance shall cover the following:

a. Premises and operations liability, contractual liability, products/completed operations, personal & advertising injury.

b. CGL Coverage shall be written on ISO Occurrence form CG00 01 0413 or a substitute form providing equivalent coverage.

c. The District shall be included as Additional Insured's on the CGL. This insurance for the additional insured shall be as broad as the coverage provided for the named insured. It shall apply as Primary and Noncontributory Insurance including a waiver of subrogation, before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

Automobile Liability Insurance covering owned, hired and non- owned vehicles, with a minimum limit of liability of \$1,000,000.

a. The District, shall be included as Additional Insured's. This insurance for the additional insured shall be as broad as the coverage provided for the named insured. It shall apply as Primary and Noncontributory insurance including a waiver of subrogation, before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

Umbrella / Excess Liability Insurance with a limit of \$10,000,000 per occurrence and a general aggregate of \$10,000,000.

a. The District, shall be included as Additional Insured's. This insurance for the additional insured shall be as broad as the coverage provided for the named insured. It shall apply as Primary and Noncontributory insurance including a waiver of subrogation, before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

Workers Compensation Insurance with statutory limits and Employer's Liability coverage of not less than \$1,000,000. If a NY State Workers Compensation policy applies, statutory Employers Liability Limits (unlimited) will apply

**D. Performance Security:**

No performance security required.

**E. Submittal Format**

Proposers are encouraged to submit sufficient information that is pertinent and would assist the District in making its decision in the award of services. Proposer shall provide with the Proposal submittal, all documents required by this Request for Proposals (RFP). Failure to provide this information may result in rejection of the Proposal. In order to aid the evaluation process, the Proposers submittal shall be marked with the proper designation below and submitted in the following format:

1. **Cover Letter: (Limit 1 Page)** Cover letter to identify proposer, the Proposer's business organization, and the personnel the District should contact concerning the proposal including names, addresses, e-mails and telephone numbers.

2. **Proposed Services:**

- a. **Specific Management Approach:**

Proposer to provide detail regarding their understanding of the scope of services required and the approach they would use to achieve the District's objective.

- b. **Services Offered:**

The Proposer is requested to provide a listing of services that can be provided by your firm in addition to those specifically requested by this RFP, that may be useful to the District on this or subsequent projects.

- c. **Also Known as:**

Proposer shall furnish the District with the name of each transportation company of which the Proposer is currently or has been an owner or manager and previous experiences, if any.

- d. **Safety Programs:**

The Proposer shall provide the District with a Description of any safety programs currently utilized or to be implemented by the Proposer in conjunction with this RFP.

- e. **Accident History:**

The Proposer shall furnish the District with a record of accidents involving motor vehicles under the control of the Proposer in the past thirty-six (36) months. The "Annual Statistical Report" filed with the "Annual Affidavit of Compliance" submitted to the Department of Motor Vehicles will suffice for this requirement.

- f. **Driving Records:**

The Proposer shall furnish the District with the driving history of all the bus drivers of the Proposer. The latest Department of Motor Vehicle “Affidavit of Compliance” along with the recent “Abstract of Driving Record” for each driver will suffice for this requirement.

**g. Vehicle Inspection Records:**

The Proposer shall furnish the District with the New York State Department of Transportation inspection records for all vehicles under the control of the Proposer. Records shall include all leased or owned vehicles.

**h. Maintenance Schedule:**

The Proposer shall furnish the District with the maintenance schedule for each of the motor vehicles under the control of the Proposer. Schedule shall include all leased or owned vehicles.

**i. Communications:**

Proposer shall indicate the method of communication that will be provided and who will be skilled in the operation of such equipment during trips.

**j. Accidents:**

Proposer shall provide the procedures that would be followed in the event of an accident involving students. All accidents involving Niskayuna Central School District students are to be reported to the Director of Transportation immediately.

**k. Employee Background Checks/Physicals:**

Proposer shall provide the procedures used in researching and qualifying prospective employees. Those include methods used to provide information on behavior problems that demonstrate the use of alcohol, drugs or substance abuse, prior felony convictions, mental and physical health problems and communicable diseases that may adversely affect students. Also state the length of time that procedures have been in use for the qualification of prospective employees.

**l. Employee Behavioral Monitoring:**

Proposer shall provide the procedures used in monitoring employees. Methods used to provide information on behavior problems that demonstrate the use of alcohol, drugs or substance abuse, felony convictions, mental and physical health problems and communicable diseases that may adversely affect students. Also state the length of time that procedures have in use for the monitoring of employees.

**2. Required Documents:**

<b>A-1</b>	<b>Proposal Acknowledgment Form</b>
<b>A-2</b>	<b>Non-Collusion Affidavit</b>
<b>A-3</b>	<b>References</b>
<b>A-4</b>	<b>Insurance Requirement Affidavit</b>
<b>A-5</b>	<b>Addenda Acknowledgement</b>
<b>A-6</b>	<b>Bid Recap /Additional Information</b>
<b>A-7</b>	<b>Fuel Surcharges</b>
<b>A-8</b>	<b>Fee Proposal for Possible Trips</b>

**F. Other Requirements**

**1. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

**2. ALL PROPOSALS MUST BE RECEIVED IN THE BUSINESS OFFICE BEFORE OPENING DATE AND TIME.**

**3. Signatures**

**Proposals must be signed in ink by an authorized officer of the company. Facsimile, printed, or typewritten signatures are not acceptable.**

**4. Collusion**

**The District will reject a company's Proposal if more than one Proposal is received from that company or if it is found that collusion exists between or amongst Proposers.**

## **SECTION VI: GENERAL TERMS AND CONDITIONS**

### **A. Contract/Agreement**

**Any successful proposer's submittal, when properly accepted by the District either by formal letter of acceptance or Purchase Order, shall legally constitute acceptance and therefore, be subject to all the terms and conditions of the Proposal documents. Successful Proposers may also be required to sign a form of contract that includes the terms of this proposal, as well as the final terms and conditions that resulted in the negotiation between the District and the proposer.**

### **B. Purchase Order**

**The NISKAYUNA CENTRAL SCHOOL DISTRICT shall generate a purchase order(s) to the successful Proposer(s). The successful Proposer(s) shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the District.**

### **C. Contract Administrator**

**The Contract Administrator for this RFP will be the Director of Transportation.**

### **D. Payments:**

- 1. The District will make payment only after receipt and acceptance by the District of the services(s) ordered and delivered.**
- 2. Vendor invoices shall show the purchase order number and shall be mailed to: NISKAYUNA CENTRAL SCHOOL DISTRICT ACCOUNTS PAYABLE, 1239 Van Antwerp Road, Niskayuna, NY 12309.**
- 3. Payments of any claim shall not preclude the district from making a claim for adjustment of any service(s) found not to have been in accordance with specifications.**
- 4. The Niskayuna Central School District is exempt (Tax-Exempt ID 14-6009381) from federal, state, or municipal sales/excise taxes. Therefore, Proposal shall not include any such tax.**
- 5. If during the term of the Agreement/Contract, any successful Proposer's fees to other customers under the same terms and conditions for services(s) awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of that reduction shall be extended to the District.**

**E. Other Terms and Conditions:**

**1. Conflict of Interest**

**No public official from the State of New York, County of Schenectady, or any local governmental unit located within the County of Schenectady shall have interest in the Agreement.**

**2. Venue**

**The Proposer and the District explicitly agree that this RFP will be governed and construed according to the laws of the State of New York, and the parties further agree that the Supreme Court, State of New York, County of Albany, the United States District Court, Northern District of New York shall be the forum for any actions brought under this RFP.**

**3. Silence of Requirements**

**The apparent silence of these Terms and Conditions as to any detail or to the apparent omission from it of the description concerning any point shall be regarded as meaning that only the best business practices are to prevail. All interpretations of these requirements shall be made on the basis of this statement.**

**4. Advertising**

**The successful Proposer(s) shall not advertise or publish, without the District's prior written approval, the fact that the District has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.**

**5. Interference**

**There shall be no interference with the District's operations in the performance of the service(s) rendered under this contract.**

**6. Termination Rights by the District**

**The District may terminate the contract for cause upon thirty- (30) days written notice, should a successful Proposer be in default of the contract. In such instances, the Proposer will be required to remove all equipment(s) at its own expense in a timely manner.**

**7. Representations**

**No information derived from inspection of District's records or reports of investigation concerning the Agreement will in any way relieve the successful Proposer from its responsibility or from properly performing its obligations under the contract. The District may have provided information as a convenience to the Proposer and did so without any warranty whatsoever by the District. The successful Proposer makes its own conclusions and interpretations from the data supplied by the District and from information available from other sources.**

**8. Cumulative Rights**

The rights and remedies provided by this Agreement are cumulative and the use of one right or remedy by a party shall not preclude or waive the right to use any or all of the remedies.

**9. Indemnification**

The successful Proposer(s) shall indemnify and hold harmless the Board of Education and the Niskayuna Central School District and all District employees/representatives from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon arising out or, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications another written data provided by, the successful Proposer or its employees in concern with providing services(s) hereunder (including, without limitations, legal expenses on a solicitor and client basis).

The provisions of this Section shall survive the expiration or sooner termination of this Agreement.

**10. Default**

If a successful Proposer is in default, the District may, in its discretion, do all things necessary to effect compliance with the laws, regulation, bylaws, directives, rules and conventions referred to therein, and the successful Proposer shall, on demand by the District, reimburse the District for all costs incurred by the District for that purpose.

**11. Remedies**

The successful Proposer(s) and the District agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**12. Ethics**

The Proposer shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official or agent of the District. Any contact by a Proposer with District employees, Board members, other than with the Business Office, shall be grounds for disqualification.

**13. Compliance**

All product(s) must comply with all federal, state, county and local laws concerning this type of product(s) and the fulfillment of all ADA (American with Disabilities Act) requirements.

**14. Drug/Smoke Free**

Niskayuna Central School District maintains a drug and smoke free workplace. Use, possession or under the influence of drugs and/or alcohol or smoking while in performance of the Agreement is strictly prohibited.

**15. Non Discrimination Requirements**

In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the Proposer agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Agreement.

The Niskayuna Central School District does not discriminate on the basis of sex in the educational program or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas: recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational programs; course offering and student activities.

**16. Termination for Default/Non-Performance:**

The District reserves the right to terminate the contract immediately in the event a successful Proposer fails to: 1) meet and complete schedules; 2) otherwise perform in accordance with the scope of services. Breach of contract or default authorizes the District to award to the next lowest Proposer or purchase services elsewhere and charge the full increase in cost to the defaulting Proposer.

**17. Approximate Service Usage:**

Possible trips are given in A-8. The trips listed in A-8 do not constitute a request, but only implies the probable services the District will require. Services will be utilized on an as-needed basis and it is understood that the estimated usage may be increased, decreased or omitted without any invalidating Proposal fees in any way. The District may identify one or more successful Proposers to provide the services identified in this RFP.

**F. Right to Purchase:**

The district reserves the right to reject the Proposal in part or in its entirety and purchase services from state or county contracts should it be deemed in the best interest of the District.

**G. Fair Trade Agreements:**

Sales to school districts are not affected by any fair trade agreements (General Business Law, Section 369-a, Sub.3

**H. Term of Agreement:**

It is the intention of the District to identify one or more successful Proposer(s) to provide the services outlines in this RFP for the term July 1, 2024 to June 30, 2025. Upon completion of the term, the agreement and pricing contained within may be extended for up to an additional two (2) 12 MONTH time periods with the mutual agreement of both a successful Proposer and the District. 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 a successful Proposer and the District.**

## **SECTION VII: SCOPE OF SERVICES**

- 1. It is the intent of the District to contract for the safe, economical transportation of students for the type of trips listed in Exhibit A-8 of this RFP.**
- 2. Transporters must comply with all maintenance requirements of the New York State Department of Transportation and must maintain all vehicles used in this contract in compliance throughout the duration of the contract. The NY State DOT fleet inspection pass rate must be 90% or greater for all buses under this contract.**
- 3. All Proposer(s) providing services under this contract shall utilize only those bus drivers who are of stable personality and high moral character. Drivers shall be required to comply with the New York State Department of Motor Vehicles and Department of Education health regulations pertaining to school bus drivers, and shall undergo all required physical examinations. Documentation of the same shall be made available to the District, should the District determine it necessary to review the same. In addition, the successful Proposer shall not employ:**
  - a. A bus driver or bus aide who has a history or current behavior problem that demonstrates the use of alcohol, drugs or substance abuse, that might result in harm or negative influence to the students.**
  - b. A bus driver or bus aide who has a history of physical or mental health problems which might result in harm to or negative influence to the students.**
  - c. A driver or aide who is a carrier of a communicable disease.**
  - d. A bus driver or bus aide who has a prior felony conviction either within or outside of New York State.**
- 4. Inspections; Proposers may be required to present buses used to transport students for inspection prior to the start of the trip. Inspections will take place at the Niskayuna Central School District bus garage or at a place approved by the Director of Transportation. The purpose of the inspection is to determine if the bus is safe to transport students. It is estimated that an inspection will take approximately fifteen minutes per bus, therefore proposers are required to arrive at the Niskayuna Central School District bus garage prior to the trip's scheduled departure time early enough to inspect the bus. If multiple buses are assigned to the trip, the inspection time must be increased so as to have sufficient time to inspect all buses and so as not to delay the departure time. No bus shall transport students until the bus passes inspection. Proposers must make arrangements for replacement buses in the event buses fail inspection in sufficient time so as not to delay the trip. The inspection criteria are found in Attachment A of this document. If inspection at the District is not prior arranged, a copy of the attached "Charter Bus Inspection Checklist" must be provided to the District prior to the trip departure.**

**Vandalism:** The school district recognizes that vandalism to buses does at times occur on trips. In the event of vandalism that can be attributed to Niskayuna Central School District students, the following process will be followed:

- a. The vandalism must be identified before the bus leaves the campus after dropping off students.
- b. The charter bus drivers will inform the chaperone in charge of the trip of the vandalism.
- c. The chaperone in charge will work with the charter company directly to settle the claim.
- d. Reimbursement for claims identified after the bus leaves the District premises will not be considered.

**Annual submittals:** On an annual basis all vendors on the charter list will be required to submit the following information:

- a. Updated proof of insurance documentation.
- b. A roster of drivers who will be utilized to drive Niskayuna Central School District trips to include driver's name, operator license number, and age.
- c. The past two MC300 New York State Department of Transportation Inspection forms for each bus proposed to transport students.
- d. A current DMV driver abstract of the operating record for all drivers utilized to drive Niskayuna Central School District students.
- e. The most recent Operator Profile issued by the New York State Department of Transportation.
- f. A copy of the latest driver physical or Federal DOT card.

All bus drivers utilized under this contract must be drug and alcohol tested as required under regulations set forth by the US Department of Transportation 49 CFR, Part 40. No driver who has tested positive under this program is permitted to drive trips for the District.

**EXHIBIT A      REQUIRED DOCUMENTS**

- **A-1            Proposal Acknowledgment Form**
  
- **A-2            Non-Collusion Affidavit**
  
- **A-3            References**
  
- **A-4            Insurance Requirement Affidavit**
  
- **A-5            Addenda Acknowledgement**
  
- **A-6            Bid Recap /Additional Information**
  
- **A-7            Fuel Surcharges**
  
- **A-8            Fee Proposal for Possible Trips**

**Please note that only pages 20-34 of this document should be returned with the Proposers submittal. Pages 1-19 are to be kept by the Proposer for their records.**

**EXHIBIT A-1**

**PROPOSAL ACKNOWLEDGMENT FORM**

**The Bidder acknowledges that he/she has carefully read the RFP and understands the specifications requested.**

**The Bidder also acknowledges that should this Bid be accepted by the District, such action shall constitute a legally binding agreement and therefore, subject to all the terms and conditions of the bid documents.**

**Bidder further acknowledges that he/she will contract with the Niskayuna Central School District using a Purchase Order and comply with the requirements of the RFP and the Purchase Order terms and conditions.**

**Company Name of Bidder:** \_\_\_\_\_

**Business Address of Bidder:** \_\_\_\_\_

\_\_\_\_\_

**Business Phone Name:** \_\_\_\_\_

**Business is a legally listed as:**

- **Sole Proprietorship**
  
- **Partnership**
  
- **Corporation**

**Authorized Agent** \_\_\_\_\_  
**(Printed)**

**Authorizing Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Authorized officer: Bidder's Bid containing statements, letters, etc., shall be signed in the Bid by a duly authorized officer of the company whose signature is binding on the Bidder.**

**The undersigned offers and agrees to furnish all of the product(s) awarded to them upon which qualifications are stated in the accompanying Bid. The period of acceptance of this Bid will be \_\_\_\_ calendar days from the date of the bid opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by Bidder).**

**I, \_\_\_\_\_ am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing on behalf of the said.**

**I hereby certify that the foregoing offer has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.**

**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 his 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 offered in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the 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.**

EXHIBIT A-2

NON-COLLUSION AFFIDAVIT (CONTINUED)

**Company Name of Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Authorized Agent:**

**Name:** \_\_\_\_\_  
(Printed)

**Title:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Signature)

EXHIBIT A-3

REFERENCES

List three (3) companies or governmental agencies where like or similar product(s)/service(s) have been provided within the last five (5) years:

1.     **Company Name:** \_\_\_\_\_  
  
       **Address:** \_\_\_\_\_  
                          Street/P.O. Box   City    State    Zip Code  
  
       **Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
  
       **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
  
       **Email:** \_\_\_\_\_  
  
       **Contract Date(s):** \_\_\_\_\_ to \_\_\_\_\_
  
2.     **Company Name:** \_\_\_\_\_  
  
       **Address:** \_\_\_\_\_  
                          Street/P.O. Box   City    State    Zip Code  
  
       **Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
  
       **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
  
       **Email:** \_\_\_\_\_  
  
       **Contract Date(s):** \_\_\_\_\_ to \_\_\_\_\_
  
3.     **Company Name:** \_\_\_\_\_  
  
       **Address:** \_\_\_\_\_  
                          Street/P.O. Box   City    State    Zip Code  
  
       **Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
  
       **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_



**Email:** \_\_\_\_\_

**Contract Date(s):** \_\_\_\_\_ to \_\_\_\_\_

**EXHIBIT A-4 INSURANCE REQUIREMENT AFFIDAVIT**

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified Proposer. If the below identified Proposer is awarded this contract by Niskayuna Central School District, I will be able, within ten (10) days after Proposer is notified of such award, to furnish a valid insurance certificate to the District meeting all of the requirements contained in this contract.

Agent: \_\_\_\_\_  
Signature Agent

Name of Insurance Carriers: \_\_\_\_\_

Address of Agency: \_\_\_\_\_  
\_\_\_\_\_

Phone Number Where Agent May Be Contacted: \_\_\_\_\_

Proposer's Name (Print or Type) \_\_\_\_\_

The Proposer acknowledges the receipt of all addenda listed below as issued by the District Business Office. In the event that no addenda have been issued in accordance with this Proposal document, Proposer shall indicate the same with the notation of N/A.

The Proposer further acknowledges the inclusion of said addenda to the original Proposal documents and therefore binding in the agreement of the Proposer with the District.

Addenda Number

Date Received

Authorized Signature

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**BID RECAP / ADDITIONAL INFORMATION**

**BID FOR:** CHARTER BUS SERVICES

**BID NUMBER:** NCSD-24-002

**BID DUE DATE:** April 12, 2024 @ 3:00 PM EDT.

**FINANCIAL INFORMATION:** Bidder shall SUBMIT a Balance Sheet and Income Statement prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the most current complete fiscal year, together with a copy of most recent financial statements. A copy of the most current Annual Statement submitted to NYSDOT can be used to satisfy this requirement.

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List any exceptions to the terms and conditions of this RFP. Exceptions may disqualify your bid response. Attach a separate sheet if necessary.

**“NO-BID”**

- PLEASE CHECK HERE IF BIDDER WISHES TO “NO BID” \_\_\_\_\_

**Authorized Agent:**

**Name:** \_\_\_\_\_  
(Printed)

**Company Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Signature)

**EXHIBIT A-7 – FUEL SURCHARGES**

**With the increase in fuel prices, the District realizes it is sometimes necessary to add a fuel surcharge to some trips.**

**Surcharges in this RFP response are based on a Cost per gallon/ fuel of: \$ \_\_\_\_\_**

**Provide a dated copy of the fuel invoice supporting this cost per gallon price. Your fuel vendor name may be blacked out on invoice copy. Indicate formula or method used to determine fuel surcharges.**

**Use one of the trips in A-8 as an example. You may use additional sheets.**

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**The District may from time to time request copies of a current fuel invoice and use formula/ method above to audit fuel surcharge amount. If the fuel surcharge for a trip is found to be higher than the amount arrived at using formula/ method above, the District will receive a refund for the difference.**

**Authorized Agent:**

**Name:** \_\_\_\_\_  
**(Printed)**

**Title:** \_\_\_\_\_  
**(Printed)**

**By:** \_\_\_\_\_  
**(Signature)**

**Exhibit A-8 - Fee Proposal for common ONE-WAY trips from Niskayuna High School, 1626 Balltown Rd, Niskayuna, NY 12309.**

<b>SCHOOL OR PROGRAM</b>	<b>DESTINATION</b>	<b># BUSES/ APPROX. SIZE</b>	<b>FUEL SURCHARGE</b>	<b>TOTAL COST FOR TRIP (Including Fuel Surcharge)</b>
SPORTS - DROP OFF	Adirondack Sports Complex, Glens Falls	1/44		
SPORTS - DROP OFF	Afrim's Sports Dome, Colonie	1/44		
SPORTS - DROP OFF	Afrim's Sports Dome, Latham	1/44		
SPORTS - DROP OFF	Afrim's Sports Dome, Albany	1/44		
SPORTS - DROP OFF	Armory Sports, Schenectady	1/44		
SPORTS - DROP OFF	Boulevard Bowl, Schenectady	1/44		
SPORTS - DROP OFF	Burnt Hills Rowing Assn., Schenectady	1/44		
SPORTS - DROP OFF	Jeff Blatnick Park, Niskayuna, NY	1/44		
SPORTS - DROP OFF	Central Park Schenectady, NY	1/44		
SPORTS - DROP OFF	Edison Golf Course Rexford, NY	1/44		
SPORTS - DROP OFF	Del Lanes Delmar, NY	1/44		
SPORTS - DROP OFF	Frear Park Troy, NY	1/44		
SPORTS - DROP OFF	Grafton Lakes Park Grafton, NY	1/44		
SPORTS - DROP OFF	Glens Falls Civic Center, Glens Falls, NY	1/44		

**Exhibit A-8 - Fee Proposal for common ONE-WAY trips from Niskayuna High School, 1626 Balltown Rd, Niskayuna, NY 12309.**

<b>SCHOOL OR PROGRAM</b>	<b>DESTINATION</b>	<b># BUSES/ APPROX. SIZE</b>	<b>FUEL SURCHARGE</b>	<b>TOTAL COST FOR TRIP (Including Fuel Surcharge)</b>
		1/44		
SPORTS - DROP OFF	Eastside Recreation Park, Saratoga, NY	1/44		
SPORTS - DROP OFF	East Greenbush Bowling Center, East Greenbush, NY	1/44		
SPORTS - DROP OFF	Lee's Park, Saratoga, NY	1/44		
SPORTS - DROP OFF	McGregor Links Country Club, Wilton, NY	1/44		
SPORTS - DROP OFF	Saratoga MS Maple Brower Ln. Wilton, NY	1/44		
SPORTS - DROP OFF	Niskayuna Soccer Park Niskayuna, NY	1/44		
SPORTS - DROP OFF	Van Patten Golf Clifton Park, NY	1/44		
SPORTS - DROP OFF	Saratoga State Park, Saratoga, NY	1/44		
SPORTS - DROP OFF	Shenendehowa Aquatic Center, Clifton Park, NY	1/44		
SPORTS - DROP OFF	Shuttleworth Park Amsterdam, NY	1/44		
SPORTS - DROP OFF	Skidmore College Saratoga, NY	1/44		
SPORTS - DROP OFF	Spare Time Lanes, Latham, NY	1/44		
SPORTS - DROP OFF	Spare Time Lanes, Clifton Park, NY	1/44		

**Exhibit A-8 - Fee Proposal for common ONE-WAY trips from Niskayuna High School, 1626 Balltown Rd, Niskayuna, NY 12309.**

<b>SCHOOL OR PROGRAM</b>	<b>DESTINATION</b>	<b># BUSES/ APPROX. SIZE</b>	<b>FUEL SURCHARGE</b>	<b>TOTAL COST FOR TRIP (Including Fuel Surcharge)</b>
SPORTS - DROP OFF	St. Rose Plumeri Sports Complex, Albany, NY	1/44		
SPORTS - DROP OFF	Tawasentha Park, Albany, NY	1/44		
SPORTS - DROP OFF	Tri-City Fitness Latham, NY	1/44		
SPORTS - DROP OFF	Uncle Sam's Bowling Lanes, Troy, NY	1/44		
SPORTS - DROP OFF	West Mountain Queensbury, NY	1/44		
SPORTS - DROP OFF	SUNY Albany Albany, NY	1/44		
SPORTS - DROP OFF	Weibel Ave Ice Rink Saratoga Springs, NY	1/44		
SPORTS - DROP OFF	Albany High School Albany, NY	1/44		
SPORTS - DROP OFF	Meyer's Middle School, Albany, NY	1/44		
SPORTS - DROP OFF	Sand Creek Middle School, Albany, NY	1/44		
SPORTS - DROP OFF	Lisha Kill Middle School, Albany, NY	1/44		
SPORTS - DROP OFF	Albany Academy, Albany, NY	1/44		
SPORTS - DROP OFF	Amsterdam High School, Amsterdam, NY	1/44		
SPORTS - DROP OFF	Broadalbin-Perth, Broadalbin, NY	1/44		



SCHOOL OR PROGRAM	DESTINATION	# BUSES/ APPROX. SIZE	FUEL SURCHARGE	TOTAL COST FOR TRIP (Including Fuel Surcharge)
SPORTS - DROP OFF	Lynch Middle School, Amsterdam, NY	1/44		
SPORTS - DROP OFF	Averill Park HS Averill Park, NY	1/44		
SPORTS - DROP OFF	Ballston Spa HS Ballston Spa, NY	1/44		
SPORTS - DROP OFF	Bethlehem HS Bethlehem, NY	1/44		
SPORTS - DROP OFF	Blue Creek Elementary School Latham, NY	1/44		
SPORTS - DROP OFF	Christian Brothers Academy Colonie, NY	1/44		
SPORTS - DROP OFF	Colonie HS Albany, NY	1/44		
SPORTS - DROP OFF	Columbia HS East Greenbush, NY	1/44		
SPORTS - DROP OFF	Genet ES East Greenbush, NY	1/44		
SPORTS - DROP OFF	Glens Falls HS Glens Falls, NY	1/44		
SPORTS - DROP OFF	Goff MS East Greenbush, NY	1/44		
SPORTS - DROP OFF	Gloversville HS Gloversville, NY	1/44		
SPORTS - DROP OFF	Park Terrace ES Gloversville, NY	1/44		
SPORTS - DROP OFF	Guilderland HS Guilderland Center, NY	1/44		

SCHOOL OR PROGRAM	DESTINATION	# BUSES/ APPROX. SIZE	FUEL SURCHARGE	TOTAL COST FOR TRIP (Including Fuel Surcharge)
SPORTS - DROP OFF	Hudson Valley Community College, Troy, NY	1/44		
SPORTS - DROP OFF	Farnsworth MS, Guilderland, NY	1/44		
SPORTS - DROP OFF	LaSalle School, Albany, NY	1/44		
SPORTS - DROP OFF	Lansingburgh HS Troy, NY	1/44		
SPORTS - DROP OFF	Mohonasen HS Schenectady, NY	1/44		
SPORTS - DROP OFF	Clifton Park Skating Clifton Park, NY	1/44		
SPORTS - DROP OFF	Schodack Island Park Schodack, NY	1/44		
SPORTS - DROP OFF	Pioneer Golf Course East Greenbush, NY	1/44		
SPORTS - DROP OFF	Queensbury HS Queensbury, NY	1/44		
SPORTS - DROP OFF	Ravena-Coeymans- Selkirk HS, Ravena, NY	1/44		
SPORTS - DROP OFF	Rensselaer Jr/Sr HS Rensselaer, NY	1/44		
SPORTS - DROP OFF	Rensselaer Polytechnic Institute Troy, NY	1/44		
SPORTS - DROP OFF	Saratoga HS Saratoga Springs, NY	1/44		
SPORTS - DROP OFF	Saratoga MS Saratoga Springs, NY	1/44		

SCHOOL OR PROGRAM	DESTINATION	# BUSES/ APPROX. SIZE	FUEL SURCHARGE	TOTAL COST FOR TRIP (Including Fuel Surcharge)
SPORTS - DROP OFF	Scotia-Glenville HS Scotia, NY	1/44		
SPORTS - DROP OFF	Shaker HS, Latham, NY	1/44		
SPORTS - DROP OFF	Shaker MS, Latham, NY	1/44		
SPORTS - DROP OFF	Shenendehowa HS, MS, Clifton Park, NY	1/44		
SPORTS - DROP OFF	Schenectady HS Schenectady, NY	1/44		
SPORTS - DROP OFF	NYS Museum Albany, NY	1/44		
SPORTS - DROP OFF	Woodlawn ES Schenectady, NY	1/44		
SPORTS - DROP OFF	Schuylerville HS Schuylerville, NY	1/44		
SPORTS - DROP OFF	S. Glens Falls HS, S. Glens Falls, NY	1/44		
SPORTS - DROP OFF	Troy HS Troy, NY	1/44		
SPORTS - DROP OFF	Union College Schenectady, NY	1/44		
<b>TOTAL COST OF ALL TRIPS ABOVE</b>				

**Round Trip Pricing**

Pricing above includes all charges for one-way trips. Proposer should use the space below to identify methodology or cost factors to be utilized for Round Trip pricing:

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**Authorized Agent:**

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_  
(Printed)

By: \_\_\_\_\_  
(Signature)

**NISKAYUNA CENTRAL SCHOOL DISTRICT  
TRANSPORTATION DEPARTMENT  
1301 HILLSIDE AVENUE  
NISKAYUNA, NY 12309**

**CHARTER BUS INSPECTION CHECKLIST**

Coach Company \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Destination \_\_\_\_\_

Driver's Name \_\_\_\_\_

Company on Approved List	Yes	No		
License Checked	Yes	No		
Driver on Company 19-A List		Yes	No	
Inspection Sticker Checked	Yes	No		
Date DOT Inspection Last Performed	_____			
Pre-Trip Inspection Form Completed & Left on Bus		Yes	No	
Emergency Equipment Accessible/Complete	Yes	No		
Walk Around Inspection with Driver Performed	Yes	No		
<b>Items Checked:</b>				
1. Headlights	Yes		No	
2. Clearance Lights		Yes	No	No
3. Tail Lights	Yes		No	
4. Interior Lights	Yes		No	
5. Directionals	Yes		No	
6. Fire Extinguisher		Yes	No	No
7. Tires: No Flats, Proper Tread	Yes		No	
8. Reflectors	Yes		No	
9. No Excessive Oil Leaks	Yes		No	
10. Wipers		Yes	No	No
11. Horn	Yes		No	
Driver Open Tail Gate & Check Belts & Leaks	Yes	No		
Bus Appeared to be Okay	Yes	No		

Comments \_\_\_\_\_

Driver informed of the District's expectations that all laws and regulations be obeyed while students are on Board    Yes    No

\_\_\_\_\_  
Driver Signature

\_\_\_\_\_  
District Employee Signature