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Request for Proposals NCSD-26-012

INFORMATION TECHNOLOGY SERVICES

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

SUBMISSIONS DUE: MARCH 5, 2026, 2:00 P.M.

TIMELINE:

RELEASE OF RFP: FEBRUARY 5, 2026

QUESTIONS DUE FROM VENDORS: FEBRUARY 17, 2026 at 4:00 PM

PROPOSAL DUE DATE: MARCH 5, 2026 at 2:00 PM

VENDOR INTERVIEWS: MARCH 2026

RFP AWARD BY BOARD OF EDUCATION: MARCH/APRIL 2026

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

PURPOSE OF RFP

The Niskayuna Central School District is issuing this Request for Proposals (RFP) to secure a qualified Information Technology services partner to fulfill specific roles within the IT Department and provide overall support for a secure, robust and forward-looking approach technology in all respects. Specifically, the district is seeking to ensure that four critical IT roles - Director of Information Technology, Network Administrator, and two HelpDesk Technician positions - will be addressed through any resulting contract. The ultimate goal is to establish a working relationship that adds value to the department and district as a whole through superior knowledge and expertise in IT infrastructure, security, instructional technology, and end-user support.

POINT OF CONTACT

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

Michael DeSantis, Purchasing Agent
Niskayuna Central School District
1430 Balltown Road
Niskayuna, New York 12309
518-377-4666 x50701
mdesantis@niskyschools.org

SUBMISSION REQUIREMENTS

All proposals must include the following:

1. Proposal Cover Sheet
2. A comprehensive proposal that clearly addresses the district requirements and scope of services set forth in Section I, Notice to Proposers
3. Fee Proposal (Attachment A or Alternate Format)
4. Attachment B - Vendor Form
5. Attachment C - Non-Collusive Bidding Certification
6. Attachment D - Iran Divestment Act Compliance Rider
7. Attachment E - Required Proof of Insurance
8. Attachment F - References
9. Attachment G - Consultant Services Contract

DISTRICT OVERVIEW

The Niskayuna Central School District, located in Schenectady County, operates one high school, two middle schools and five elementary schools. The district has a commitment to outstanding educational programs and opportunities that prepare students for future success in college, vocational training, the military and the workforce.

- Enrollment - 4,260 students K-12
- Board of Education - 7 members elected for 3-year terms
- BOCES - component of the Capital Region Board of Cooperative Educational Services
- District Leadership:
 - Superintendent of Schools - Carl Mummenthey
 - Assistant Superintendent of Instruction - Jessica Moore
 - Assistant Superintendent of Student Support Services - Timothy Fowler
 - Assistant Superintendent of Business and Operations - Matt Leon
 - Director of Human Resources - Matthew Petrin
- Number of Employees - 675 full-time and 170 part-time

DISTRICT IT DEPARTMENT

Staffing Structure

The district's Information Technology Department includes both contracted positions (4 full-time including the IT Director) and district employees (17 full-time). Additionally, a contract with the Northeast Regional Information Center provides technician services three days a week. Collectively, the department is responsible for all aspects of maintaining, securing, improving and supporting the IT environment and end users. Some employees work out of the IT office (housed at the high school) and provide support districtwide, while others are assigned to designated school buildings

The District is seeking competitive proposals to fulfill the duties and responsibilities of the contracted positions that are identified below. Section I, "Notice to Proposers," provides additional information about the areas of responsibility for these positions. The district is not seeking proposals for positions that are currently occupied by district personnel.

- Director of Information Technology (Contracted)
- Network Administrator (Contracted)
- Help Desk Technicians (2 - Contracted)
- IT Support Specialist (Contracted)
- Technician (3 Days/Week - Northeast Regional Information Center Contact)
- District Data Manager (District Employee)
- Instructional Technology Coach (District Employee)
- Data Analyst (District Employee)
- Senior Systems Administrator (District Employee)
- Network Systems Technician/Apple (District Employee)
- Executive Secretary (District Employee)
- Computer Help Desk Specialists (3 - District Employees)
- School-Based Computer Teaching Assistants (8 - District Employees)

IT Environment

Operating Systems & Devices	ChromeOS: 6,000 Chromebooks, 500 Chromeboxes MacOS: 700 Laptops, 75 Desktops Windows: 20 Laptops, 100 Desktops, 66 Student Lab Devices
Classroom Technology	300 Interactive Whiteboards 50 TV Displays
Security Cameras	Buildings and Grounds: 325 Cameras, Cloud-Based 500 Bus Cameras, Stored Locally
Phone System	600 Network Phones 2 PRIs 50 POTS Lines
Data Center	12 Physical Servers 3 Appliances 28 Virtual Servers Plus Vendor Hosted Solutions
Security Environment	Comprehensive Approach: Firewall, MFA, Webfiltering
Network Environment	440 Wireless Access Points, 78 Switches
Accounts/Email	Integrated SSO, Full Google Workspace
Other Items	100+ Hosted Educational Applications Vendor Supported/Hosted HR and Payroll Applications District Managed PowerSchool environment

I. NOTICE TO PROPOSERS

1. **Scope of Services:** The Niskayuna Central School District ("DISTRICT") hereby invites the submission of sealed proposals for the items detailed below.

- a. The Niskayuna Central School District is seeking a proposal for Information Technology staff services that will encompass specific functional areas within our IT Department. The district understands that interested firms may package or organize titles and job duties differently, however, each proposal must provide assurance that the roles identified will be fulfilled. More broadly, the district is interested in a contract for IT services and a relationship with a service provider that provides value-added for the department as a whole, with superior knowledge and expertise in areas such as IT infrastructure and security, instructional technology, and end-user support and customer service.

Duties and responsibilities of the following roles/positions must be included in each proposal:

(1) Director of Information Technology: A member of the District's Senior Leadership Team, the director leads the organization's comprehensive IT strategy, oversees an annual budget of \$4 million and manages diverse technical teams. Directs large-scale IT infrastructure projects, including 1:1 Chromebook deployments, network modernization, and secure cloud migrations to ensure robust disaster recovery and business continuity. Serves as the Data Privacy Officer, overseeing cybersecurity governance and policy development and implementation to maintain strict alignment with NY State ED Law 2-D and FERPA. Supervises staff focused on both IT infrastructure and instructional technology, and develops systems for Generative AI and identity management to support the district's educational mission

(2) Network Administrator: Secures and maintains the district's core network infrastructure by managing firewalls, network switches, and the transition from Cisco Call Manager to a secure WebEx environment. Administers critical server infrastructure and identity management systems, including directory services and email accounts, while overseeing the deployment and monitoring of enterprise security systems.

(3) HelpDesk Technicians (2 Positions): Provides comprehensive technical support for all district-wide hardware, specifically managing Windows, macOS, and Chromebook fleets. Resolve end-user tickets while administering core applications such as student web filters and Google Admin. Ensures the continual performance of devices and software to support daily operational and educational needs.

- b. Proposals must demonstrate:
 - i. Ability to fulfill the responsibilities of the four functional areas identified in this RFP
 - ii. Track record in supporting educational organizations and providing leadership in the IT arena that is both innovative and sustainable

- iii. Outstanding commitment to internal and external customer service
- iv. Ability to lead a department that fosters excellent use of instructional technology
- v. Ability to provide 24/7 support when required (positions themselves are generally M-F, business hours)
- vi. Expertise and commitment to best practices in all aspects of information privacy and data/network security

c. Proposals should clearly address the following:

- i. Proposed staffing structure, including titles, roles and responsibilities, and reporting/supervisor structure
- ii. Organizational support that will be provided to staff members who are assigned to the school district, and if these individuals would be dedicated to the school district or have other company responsibilities
- iii. Identification of account manager/company's main point of contact for the school district
- iv. A brief description of your company, including ownership, history, business affiliations, number of employees, etc.
- v. Discussion of services/support provided to other K-12 public school districts, including any experience with educational organizations similar to the Niskayuna Central School District
- vi. A description of your company's philosophy for providing IT leadership and support for clients, especially in the field of education, as well as your company's commitment to customer service and quality assurance.
- vii. Discussion of your company's philosophy and experience in the area of AI, and how we could expect to benefit from your knowledge and approach as a school district client.
- viii. Proposed fee structure using Attachment A, Fee Proposal, or an alternate form. Prospective partners are welcome to submit proposals that include additional service and support components beyond the roles identified in this RFP. The district is interested in a strong demonstration of the experience and qualifications of any proposer and the value that would be added to our organization by working with any potential partner.

2. In order to receive consideration, proposals must be submitted to the Purchasing Office at the above address no later than **2:00 p.m. on THURSDAY, MARCH 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.

3. Vendors must submit an original Proposal (identified as such) and five (5) copies in a sealed envelope and must indicate the following information on the outside of the package:
 - I. Vendor's Name and Address
 - II. RFP Number and Title (NCSD-26-012 Information Technology Services)
 - III. RFP Due Date (March 5, 2026)

Vendors are encouraged to submit an electronic copy of the Proposal in the sealed envelope.

4. There is no expressed or implied obligation for DISTRICT to reimburse Vendors for any expenses incurred in responding to this RFP, including, but not limited to preparing Proposals, attending a pre-proposal conference, attending entrance and exit conferences, or interview(s).
5. Submission of a Proposal indicates acceptance by the Vendor of the terms and conditions contained in this RFP.
6. All questions or requests for RFP clarifications or explanations must be submitted no later than 4 p.m. on Feb. 17, 2026, addressed to the attention of Michael DeSantis via email at mdesantis@niskyschools.org.

Responses will be published and issued to all proposers of record. The District reserves the right to amend the RFP based on questions and issues raised at any time prior to the RFP submission deadline.

7. Proposers may be required to attend an interview with and/or make a presentation of their qualifications to an RFP Evaluation Committee.
8. Vendors must provide complete fee information, using Attachment A "Fee Proposal" or another format.
9. In submitting a Proposal, Vendors agree to all of the terms and conditions set forth in Attachment G "Consultant Services Contract," including the Scope of Services set forth in the Contract.

II. INSTRUCTIONS TO VENDORS

1. Proposals received after the time stated in the Notice to Proposers will not be considered and will be returned to the Proposer unopened. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by the DISTRICT employees. The Proposer assumes all responsibility for having the Proposal deposited on time at the place specified.
2. The DISTRICT will interpret the submission of a Proposal to mean that the Proposer is fully informed as to the extent and character of the services, supplies and materials required and that the Proposer can furnish same in complete compliance with the RFP Documents.

3. The non-collusive certification must be filled out in its entirety and included with each Proposal as required by the DISTRICT.
4. The forms and documents listed below must be completed and included with each Proposal and all Proposers must sign all RFP Documents where indicated.

Attachment A - Fee Proposal (or alternate format)
Attachment B - Vendor Form
Attachment C - Non-Collusive Bidding Certification
Attachment D - Iran Divestment Act Compliance Rider
Attachment E - Required Proof of Insurance
Attachment F - References
Attachment G - Consultant Services Contract

5. No interpretation of the meaning of the RFP Documents will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to the DISTRICT POINT OF CONTACT as outlined on Page 2. Any interpretations issued will be in the form of addendum/addenda to the RFP. All addendum/addenda so issued shall become a part of the RFP. Any addenda sent to the Proposers shall be binding and take precedence over the section of the original RFP Documents which it replaces.
6. The DISTRICT may make any investigation they deem necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the DISTRICT all such information and data for this purpose as the DISTRICT may request.

III. AWARD AND RESERVATION OF RIGHTS

1. The Contract will be awarded to the responsive and responsible Vendor offering a Proposal response that best meets the terms, conditions and criteria stated in the RFP.
2. The DISTRICT reserves the right to make awards within sixty (60) days after the date of the Proposal opening during which period Proposals may not be withdrawn unless the Proposer distinctly states in the Proposal that acceptance thereof must be made within a shorter specified time.
3. The DISTRICT reserves the right to reject all Proposals. Also reserved is the right to reject, any Proposal in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of the DISTRICT will be served.
4. The DISTRICT reserves the right to reject incomplete Proposals. The DISTRICT also reserves the right to request additional data or material at any time. All material submitted in response to this RFP will become the property of the DISTRICT upon the opening of this RFP.
5. The DISTRICT reserves the right to reject Proposals that impose conditions that would modify the terms and conditions of the RFP Documents or limit the Vendor's liability to the DISTRICT on the Contract awarded on the basis of such Proposal.

6. The DISTRICT reserves the right to reject any Proposal 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.
7. 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 a Contract.
8. The DISTRICT reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected.
9. Each Proposal 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 Proposer and the DISTRICT. The Contract shall bind the successful Proposer to furnish and deliver at the prices and in accordance with the conditions of this Proposal. The DISTRICT reserves the right to increase or decrease the products and/or services in the best interest of the DISTRICT.
10. All Proposals, with consideration to the escalation clause (if any), will be held firm for the duration of the Contract including any extensions agreed to by the parties.
11. The placing in the mail of a notice of award to a Successful Vendor, to the address given in the Proposal, will be considered sufficient notice of award of Contract. Failure of the Successful Vendor 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 Contract by the Successful Vendor(s).
12. 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 Contract 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 Contract quantity.
13. In the sole discretion of the DISTRICT the Proposal of a Vendor whose performance on any previous contract with the DISTRICT has been determined to be unsatisfactory may be rejected.
14. Services cannot be provided and expenses cannot be incurred until a Consultant Services Contract has been fully executed.

ATTACHMENT A

FEE PROPOSAL

Respondents should clearly outline an itemized fee structure for the services proposed. The District seeks pricing for IT leadership and support services that will fulfill the four (4) functional roles described in this RFP. The District recognizes that proposers may recommend alternative staffing configuration, additional services or other support components. We require a strong demonstration of the experience and qualifications of any proposer and the value that would be added to our organization by working with any potential partner.

Please note the following:

- The format below **may be** utilized to provide the fee proposal, but it is not required.
- The district recognizes that proposers may recommend alternative staffing configurations, including but not limited to blended roles, shared resources, or different FTE allocations. Thus, fee structures may be presented differently from the table below.
- It is most important that: (1) The district is assured that the duties and responsibilities outlined in this RFP are addressed in the proposal, and (2) The district is able to identify itemized costs for each position proposed or aspect of the proposal.
- The district anticipates entering into a contract with an initial term that extends through June 30, 2027, that provides for renewal terms of one (1) year by mutual written agreement by both parties. Proposers should include pricing for the first potential renewal year with their submissions.

Information Technology Role	FTE	2026-27	Potential First Renewal Term 1-Year <u>2027-28</u>
Director of Information Technology			
Network Administrator			
HelpDesk Technicians (2)			
<i>Use Additional Rows if Applicable</i>			

ATTACHMENT B

VENDOR FORM

Name of Vendor: _____

Address: _____

Prepared By: _____

Title: _____

The undersigned declares that _____ carefully examined the RFP 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 Proposal.

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

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

Signature of persons, corporation or firm

Date: _____

Firm: _____

Phone: _____

Name: _____

Prepared by (Signature): _____

Email: _____

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 RFP, the Vendor certifies that it is complying with Section 103d of the General Municipal Law as follows
- B. By submission of this RFP, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint RFP 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 RFP 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 RFP for the purpose of restricting competition.
- C. An RFP 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 if in any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the RFP 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 RFP 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 thereof of which the RFP 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 RFP 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 RFP is required by statute, rule, regulation, or local law and where such RFP 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 RFP 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 RFP 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 RFP. 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 RFP 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.

1. **Commercial General Liability Insurance:**
 - a. \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - b. Sexual misconduct coverage must be affirmatively stated as included.
2. **Automobile Liability**
 - a. \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles
3. **Workers' Compensation**
 - a. Statutory Workers' Compensation and Employers' Liability Insurance for all employees. An acceptable form, as required by the NY State Workers Compensation Board shall be used. ACCORD forms are not acceptable
4. **Excess/Umbrella Insurance**
 - a. \$5,000,000 each occurrence and aggregate; \$10,000 SIR
5. **Cyber Liability Insurance** with limits of not less than \$2,000,000 each claim.
 - a. Coverage shall include, at minimum: Network security liability (including unauthorized access, malware, ransomware, denial-of-service attacks); Privacy liability for unauthorized disclosure or misuse of personal, confidential, or regulated data; Data breach response costs, including notification, credit monitoring, forensic investigation, and public relations; Business interruption and extra expense arising from a security failure or system outage; Digital asset restoration, including data recovery and system repair; Cyber extortion, including ransomware payments and negotiation services; Regulatory defense and fines
6. **Technology Errors & Omissions** with limits of not less than \$2,000,000 each claim.
 - a. Coverage shall include, at minimum: Professional services liability arising from errors, omissions, negligent acts, or failures in the performance of technology-related services; Software and system performance failures, including design defects, coding errors, and faulty implementation; Failure of technology products, including hardware, software, cloud-based services, and hosted platforms; Intellectual property infringement, including copyright, trademark, and trade dress (excluding patent unless specifically required); Media liability, including content-related claims; Contractual liability to the extent arising from Vendor's professional services
7. **All policies shall:**
 - a. be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer;
 - b. provide for 30 days notice of cancellation;

With the execution of a contract between the district and the successful proposer:

1. The Vendor shall effectuate the naming of the District as an additional insured on the VENDOR's insurance policies, with the exception of workers' compensation, and furnish such Certificates of Insurance to the District.
2. Such policies shall state that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers
3. Vendor 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 other legal remedies available to the District.
4. The Vendor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

ATTACHMENT F

REFERENCES

Submissions will not be considered complete without providing a minimum of four (4) 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: _____

ATTACHMENT G

ACCEPTANCE OF CONTRACT TERMS & CONDITIONS

THIS CONTRACT made this ____ day of _____, _____ by and between the Board of Education of the NISKAYUNA CENTRAL SCHOOL DISTRICT (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 1430 Balltown Road Niskayuna, NY 12309, and [NAME OF VENDOR] ("VENDOR"), having its principal place of business for purposes of this Contract at [ADDRESS].

1. TERM OF CONTRACT

The initial term of this Contract shall be from the date of execution through June 30, 2027, unless terminated earlier as provided for in this Contract. The initial term may be extended for renewal terms of one (1) year by mutual written agreement by both parties.

2. PARTIES

- a. The DISTRICT desires to contract with the VENDOR for Information Technology Technology Services.

3. SCOPE OF SERVICES

See EXHIBIT A: FEES/SERVICES

4. PAYMENT

1. The DISTRICT shall pay VENDOR in accordance with the schedule attached as Exhibit "A".
2. Payment shall be made within sixty (60) days following the satisfactory completion of the Contract upon approval by the DISTRICT.
3. Payment will be made only after a correct, original invoice has been received from VENDOR.
4. Payment of any invoice shall not preclude the DISTRICT from making a claim for adjustment for any services found not to have been in accordance with the Contract.
5. VENDOR will be engaged as an independent contractor and therefore be solely responsible for the payment of Federal Income Taxes applicable to this Contract.

6. Neither VENDOR nor any of its employees, agents or assigns will be eligible for any employee benefits whatsoever relative to this Contract, including but not limited to Social Security, New York State Workers' Compensation, Unemployment Insurance, Employees' Retirement System, Health or Dental Insurance, or Malpractice Insurance or the like.

5. VENDOR INSTRUCTIONS / RESPONSIBILITY

1. VENDOR must follow the rules and regulations of the DISTRICT while work pursuant to the Contract is being performed.
2. VENDOR shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of VENDOR's work shall be brought to and/or stored on the premises of the DISTRICT. After equipment is no longer required for its work, VENDOR shall promptly remove such equipment from the premises of the DISTRICT. VENDOR shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage and all other adversity.

6. TERMINATION OF CONTRACT

- a. This Contract is subject to termination by either party upon thirty (30) days written notice. In the event of termination of the Contract, the DISTRICT's responsibility shall be to pay for services performed by the VENDOR and authorized costs.

7. TERMINATION FOR BREACH OF CONTRACT

- a. In the event the VENDOR fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of this Contract, including but not limited to, untimely performance, or other unsatisfactory performance, such failure shall constitute a breach of Contract and may result in termination of the Contract by the DISTRICT.
- b. In the event of breach, the DISTRICT shall provide written notice of such breach to the VENDOR. If the VENDOR does not cure such breach within a ten (10) day period of such notice, the DISTRICT reserves the right to terminate the Contract immediately. However, should the VENDOR cure such breach and perform its obligations during such ten (10) day notice period, the Contract shall continue in full force and effect.
- c. In the event of termination for breach of contract:

- i. The DISTRICT may procure the required services from other sources so that the continuity of the operations may be protected, and
- ii. VENDOR will be responsible for indemnifying the DISTRICT for costs incurred in obtaining a new contract and for any increase in cost of service involved for the duration of the term of the original contract.

8. DEFENSE AND INDEMNIFICATION

The VENDOR agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the VENDOR, its officers, directors, agents or employees in connection with the performance of services pursuant to this Contract. The obligations pursuant to this provision shall survive the termination of this Contract.

9. INSURANCE

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the VENDOR hereby agrees to effectuate the naming of the DISTRICT as an additional insured on the VENDOR's insurance policies, with the exception of workers' compensation.
- b. The VENDOR, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the VENDOR and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by VENDOR in connection with the performance of VENDOR's responsibilities under this Contract; each such policy shall provide a minimum coverage of:
 - i. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
Sexual misconduct coverage must be affirmatively stated as included.
 - ii. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - iii. **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees. An acceptable form, as required by the NY State Workers Compensation Board shall be used. ACCORD forms are not acceptable.

iv. **Excess/Umbrella Insurance**

\$5,000,000 each occurrence and aggregate; \$10,000 SIR

v. **Cyber Liability Insurance** with limits of not less than

\$2,000,000 each claim.

Coverage shall include, at minimum: Network security liability (including unauthorized access, malware, ransomware, denial-of-service attacks); Privacy liability for unauthorized disclosure or misuse of personal, confidential, or regulated data; Data breach response costs, including notification, credit monitoring, forensic investigation, and public relations; Business interruption and extra expense arising from a security failure or system outage; Digital asset restoration, including data recovery and system repair; Cyber extortion, including ransomware payments and negotiation services; Regulatory defense and fines

vi. **Technology Errors & Omissions** with limits of not less than

\$2,000,000 each claim.

Coverage shall include, at minimum: Professional services liability arising from errors, omissions, negligent acts, or failures in the performance of technology-related services; Software and system performance failures, including design defects, coding errors, and faulty implementation; Failure of technology products, including hardware, software, cloud-based services, and hosted platforms; Intellectual property infringement, including copyright, trademark, and trade dress (excluding patent unless specifically required); Media liability, including content-related claims; Contractual liability to the extent arising from Vendor's professional services

c. The policy naming the DISTRICT as an additional insured shall:

- i. be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer;
- ii. provide for 30 days notice of cancellation;
- iii. state that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers.

d. VENDOR 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 other legal remedies available to the DISTRICT. The VENDOR is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

10. NOTICES

Any notices to be given under this Contract by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

To the VENDOR:

To the DISTRICT:

Superintendent of Schools

11. NON-ASSIGNMENT

VENDOR may not engage subcontractors, hire others to perform all or part of his Contract, nor otherwise delegate its obligations to perform under the contract without the written approval of the DISTRICT. Any consent so given shall apply to the specific assignment subletting or subcontracting referred to therein and shall not constitute a general waiver of the prohibition contained herein. Each assignment subletting or subcontracting shall require a specific written consent.

12. TAXES

No charge will be allowed for federal, state or municipal sales and excise taxes since the DISTRICT is exempt from such taxes. The price shall be net and shall not include the amount of any such tax.

13. LEGAL COMPLIANCE

a. VENDOR shall comply with all laws, ordinances and rules and regulations which may govern the work as specified in this Contract. The cost of such compliance shall be borne entirely by VENDOR, who shall hold DISTRICT harmless from any claims, demands or penalties arising from VENDOR's failure to comply with the above.

b. VENDOR hereby certifies that they possess all required certifications, licenses and insurances necessary to perform the services described within this

Contract. VENDOR also certifies that all individuals performing any of the services described are duly qualified through experience and education.

14. NON-DISCRIMINATION

a. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity and expression, national origin, religion, age, disability, or sponsorship

15. NON-APPROPRIATION

In accordance with the New York State Education Law, and § 109-b of the General Municipal Law, in the event that the DISTRICT must terminate this Contract for non-appropriation of funds, the DISTRICT agrees to pay all outstanding balances, plus earned interest (if any) to the date of cancellation. Unearned interest shall not be charged and no other charges including, but not limited to, penalty charges, service charges, or early payment charges may be assessed.

16. SAVINGS CLAUSE

VENDOR shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, act of God or any other acts not within the control of VENDOR, and which, by the exercise of reasonable diligence, VENDOR is unable to prevent.

17. SEVERABILITY

Should any provision of this Contract, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect as if the Contract had been executed with the invalid provision(s) eliminated.

20. NO WAIVER

The DISTRICT's failure to enforce at any time, or for any period of time, the provisions of this Contract shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

21. VENUE

The Contract shall be interpreted in accordance with the substantive laws of the State of New York. Any suits concerning the Contract will be brought and adjudicated in Supreme Court, Schenectady.

22. INCORPORATION OF RFP BY REFERENCE

The terms of the Request for Proposals are hereby incorporated into this Contract by reference and a copy of such Request for Proposals is attached as Exhibit "B."

In the event of any disagreement between the terms of the Request for Proposals and this Contract, the terms of this Contract shall govern.

23. ENTIRE CONTRACT

This Contract constitutes the full and complete Contract between the DISTRICT and the VENDOR, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto.

24. CONTRACT CONSTRUCTION

This Contract has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

25. AMENDMENT

This Contract may be amended only in a writing signed by both parties.

26. EXECUTION

This Contract, and any amendments to this Contract, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

27. AUTHORITY TO ENTER CONTRACT

The undersigned representative of VENDOR hereby represents and warrants that the undersigned is an officer, director or agent of VENDOR with full legal rights, power and authority to enter into this Contract on behalf of VENDOR and bind VENDOR with respect to the obligations enforceable against VENDOR in accordance with its terms.

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

VENDOR

BY: _____

Name: _____

Title _____

NISKAYUNA CENTRAL SCHOOL DISTRICT

BY: _____

PRESIDENT

BOARD OF EDUCATION

EXHIBIT “A”

FEES / SERVICES

Scope of Services:

The VENDOR will provide to the district Information Technology Staff Services that will address the functional areas outlined below:

1. **Director of Information Technology:** Responsible for leading all aspects of management, strategy and execution of Information Technology in the school district. Serves as a member of the district's Senior Leadership Team, and duties of the job include staff supervision, budgeting, implementing technical projects and ensuring the effective delivery of networks, disaster recovery systems and processes.
2. **Network Administrator:** Provides dedicated support for network switches, firewall, district phone system, server infrastructure and installed applications.
3. **HelpDesk Technicians (2 positions)** Provides daily support to general IT applications in use throughout the district and helps resolve end-user issues and HelpDesk tickets.
4. Any additional service components detailed in the VENDOR's proposal and accepted by the DISTRICT.

Fees:

Fees shall be itemized and structured according to the VENDOR's proposal.