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## **Request for Proposals**

### **NCSD-26-013 SCHOOL PHYSICIAN SERVICES**

April 15, 2026

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

**SUBMISSIONS DUE: MAY 5, 2026, 2:00 P.M.**

*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 requesting proposals from physicians duly licensed pursuant to applicable law to provide services as the School Physician for the Board of Education of the Niskayuna Central School District. The Niskayuna Central School District will also entertain proposals from a physicians' medical practice, that is, a practice that includes both medical care providers and/or Nurse Practitioner(s). Should the Niskayuna Central School District choose to employ a medical practice to provide school health services, the medical practice shall designate an individual in the practice as Chief School Physician.

## **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@niskayschools.org](mailto:mdesantis@niskayschools.org)

## **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

## I. NOTICE TO PROPOSERS

- A. Proposals must be submitted to the Purchasing Office at the above address no later than 2:00 p.m. on Tuesday, MAY 5, 2026. If the DISTRICT is officially closed on the date scheduled for submission of proposals, the required date for submission will be on the next day the DISTRICT is officially open.
  - B. Vendors must submit an original Proposal (identified as such) and three (3) copies in a sealed envelope and must indicate the following information on the outside of the package:
    - 1. Vendor's Name and Address
    - 2. RFP Number and Title (NCSD-26-013 School Physician Services)
    - 3. RFP Due Date (May 5, 2026)
  - C. 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).
  - D. Submission of a Proposal indicates acceptance by the Vendor of the terms and conditions contained in this RFP.
  - E. All questions or requests for RFP clarifications or explanations must be submitted no later than 4 p.m. on April 22, 2026, addressed to the attention of Michael DeSantis via email at [mdesantis@niskyschools.org](mailto: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.
- F. Proposers may be required to attend an interview with and/or make a presentation of their qualifications to an RFP Evaluation Committee.
  - G. Vendors must provide fee information, using Attachment A "Fee Proposal" or another format.

## II. SCOPE OF SERVICES

The Physician/Medical Practice will provide oversight of school health services and in this capacity shall be responsible for performing, coordinating and providing guidance for the provision of school health services as outlined below. The Core Service (Paragraph A) and Additional Services (Paragraph B) are reflected in the structure of the Fee Proposal (Attachment A).

### A. Core Services at a Fixed Annual Rate

- 1. Phone or email consultation with School Nurses, Committee on Special Education, Athletic Trainer and District Administration on an as needed basis.

2. Performing health examinations (physicals) for all students interested in participating in school athletics who are unable to obtain a physical examination from their own personal medical providers. Core Service will include two, four-hour sessions or physicals during July and/or August, to be scheduled by mutual agreement of the School Physician/Medical Practice and the District.
3. Advise the District in developing Athletic protocols, including return to play, concussion management and emergency management
4. Provide support and guidance, as needed, to school nurses, principals, and district-level administrators on New York State immunization requirements for school entry and attendance, and advise the district on the validity of requests for medical exemptions to vaccinations when needed.
5. Provide annual standing orders for emergency oxygen, Benadryl, and Epinephrine, as allowed by New York State Education Law.
6. The Physician/Medical Practice will provide annual signed orders for District First Aid Protocols for school nurses.
7. Review and provide input as needed to the District's Anaphylaxis Policy and Food Allergy Guidelines; Pandemic Flu Policy; Wellness Policy; HIV/AIDS Policy; and other health-related issues.
8. Participate in up to one quarterly meeting (four per year) of no more than one hour with school nurses and/or with school officials to discuss health related concerns.
9. Assistance with interpretation and implementation of public health regulations and guidance (e.g., from New York State Department Health, Schenectady County Public Health Services and Centers for Disease Control).
10. Review and evaluation of referrals made by the school nurse and physical education staff as a result of the annual student scoliosis screening per New York State Education Law.

**B. Additional Services to be Billed at Separate Rates:** The School Physician/Medical Practice may be asked to provide any of the services below throughout the year at additional rates of payment (beyond the fixed annual rate for the services above). The Fee Proposal (Attachment A) should be utilized to provide proposed rates.

1. Providing student physical examinations when necessary for school entry or return to school or requested by the Committee on Special Education and the student has no access to a medical provider. (Generally these will take place at school.)

2. Acting as a liaison with other health professionals, (with signed parental permission), to discuss medical related issues involving students (e.g. readmittance decisions, long-term absences, home instruction, etc.)
3. Providing for employee physical examinations as needed.
4. Providing substantive clinical/medical director consultation: Beyond routine advisory, situations that involve high-level clinical support for complex case reviews, statutory fitness-for-duty examinations, nursing practice audits, and representative medical testimony or crisis management.

**C. Service Standard**

1. The Physician/Medical Practice shall respond to inquiries from the District within twenty-four (24) hours (excluding weekends).

**III. CONTENT OF PROPOSAL**

- A. The Proposal must state the legal name of the Physician or Medical Practice submitting the Proposal, and indicate the Physician's or Practice's form of business organization, e.g. sole proprietor, partnership, limited liability company, or professional corporation.
- B. The Proposal must include a Statement of Qualifications for each physician who may provide services under the contract, listing their name, professional qualifications, length of time in practice, medical degree from an accredited medical school, a copy of their New York license to practice medicine, and their experience and knowledge of state law and regulation in the area of school health practices.
- C. The Proposal will contain assurances and discussion of the ability Physician or Medical Practices Ability to fulfill the Scope of Services (Section II) outlined in this RFP, including assurances and/or brief discussion of capability to meet the needs identified in Paragraphs A through L.
- D. The Proposal will contain discussion of similar services provided to other K-12 public school districts (current or prior), if applicable.
- E. The Proposal must be signed by a person legally authorized to bind the Physician or Medical Practice submitting the Proposal.
- F. Additionally, all proposals must include the following, which must be signed wherever indicated:
  - a. Proposal Cover Sheet
  - b. Narrative that Addresses Section III: Content of Proposal
  - c. Attachment A - Fee Proposal: Fixed Annual Fee for Section II: Scope of

Services; Hourly Rate for Any Additional Services Not Listed in Section II

- d. Attachment B - Vendor Form
- e. Attachment C - Non-Collusive Bidding Certification
- f. Attachment D - Iran Divestment Act Compliance Rider
- g. Attachment E - Required Proof of Insurance
- h. Attachment F - References
- i. Attachment G - Consultant Services Contract

#### **IV. INSTRUCTIONS TO VENDORS**

- A. 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.
- B. 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 the same in complete compliance with the RFP Documents.
- C. 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.
- D. 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.

#### **V. AWARD AND RESERVATION OF RIGHTS**

- A. 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.
- B. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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).

- L. 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.
- M. 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.
- N. Services cannot be provided and expenses cannot be incurred until a Consultant Services Contract has been fully executed.

**ATTACHMENT A**

**FEE PROPOSAL**

**Part I: Core Services (Fixed Annual Retainer)**

The proposer agrees to provide all services outlined in Section A (Core Services) of the Scope of Services for the following firm, fixed annual fee. This fee includes all phone/email consultations, immunization/exemption reviews, standing orders, policy development, quarterly meetings (if needed), and two 4-hour summer physical examination sessions.

<b>Service Description</b>	<b>Annual Rate 2026-27</b>	<b>Annual Rate 2027-28</b>	<b>Annual Rate 2028-29</b>
<b>Core School Physician Services</b>	\$ _____	\$ _____	\$ _____

**Part II: Additional Services (Unit Based)**

The following services are to be billed on an "as-needed" basis. The District does not guarantee a minimum volume for these services. Please provide your proposed rate for each unit.

<b>Service Description</b>	<b>Unit Type</b>	<b>Unit Rate 2026-27</b>	<b>Unit Rate 2027-28</b>	<b>Unit Rate 2028-29</b>
<b>Student Physical Examinations</b> (Beyond summer sports physicals; for school entry, CSE, or returning students)	Per Exam	\$ _____ Per Exam	\$ _____ Per Exam	\$ _____ Per Exam
<b>Employee Physical Examinations</b> (As Needed)	Per Exam	\$ _____ Per Exam	\$ _____ Per Exam	\$ _____ Per Exam
<b>Clinical Liaison Services</b> (In-depth coordination with external providers as needed, e.g., long-term absence or home instruction)	Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour
<b>Substantive Clinical Consultation</b> (Complex CSE/504 file reviews, Section 913 Fitness-for-Duty exams, nursing audits, testimony ,etc.)	Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour

**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 there 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

1. At its own expense, CONSULTANT shall secure and maintain the insurance policies specified below (and in **Exhibit B**) listing the Board of Education, its employees, and volunteers as additional insured.
2. Upon the execution of this Agreement by CONSULTANT, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.
3. Proof of insurance confirming renewals of insurance required hereunder must be submitted to the DISTRICT prior to the expiration date of coverage.
4. CONSULTANT shall provide the DISTRICT with a copy of any policy required under this Agreement upon the demand by the DISTRICT.
5. Acceptance by the DISTRICT of a certificate or a policy does not excuse the CONSULTANT from maintaining the policies consistent with all provisions of this Agreement.

### Coverage Requirements

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of the DISTRICT as an Additional Insured on the CONSULTANT's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the DISTRICT as an Additional Insured shall:
  - a. Be an insurance policy from an A.M. Best A- rated or better insurer, admitted in and licensed to conduct business in New York State.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the DISTRICT including Workers Compensation.
  - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the DISTRICT (CG 20 26) or equivalent. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3. The certificate of insurance must describe the services provided by the CONSULTANT that are covered by the liability policies.
4. At the DISTRICT's request, the CONSULTANT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms.

5. If requested, the CONSULTANT will provide a copy of the policy endorsements and forms.
6. The CONSULTANT agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.
7. Minimum Required Insurance:
  - a. **Commercial General Liability Insurance**
    - i. \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
    - ii. \$2,000,000 Products and Completed Operations
    - iii. \$1,000,000 Personal and Advertising Injury
    - iv. \$1,000,000 Sexual Misconduct and Assault
    - v. \$100,000 Fire Damage
    - vi. \$10,000 Medical Expense
  - b. **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles
  - c. **Workers' Compensation and NYS Disability Insurance**  
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB- 120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
  - d. **Professional Errors and Omissions Insurance**  
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the CONSULTANT performed under the contract for the DISTRICT. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
  - e. **Umbrella/Excess Insurance**  
\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.
8. The CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the DISTRICT. The CONSULTANT is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the DISTRICT.
9. If the CONSULTANT utilizes independent contractors, then they must provide verification that coverage extends to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.

**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

### CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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 CONSULTANT] (hereinafter, “CONSULTANT”), having its principal place of business for the purpose of this Agreement at [ADDRESS].

A. TERM

The term of this Agreement shall be from July 1, 2026 through June 30, 2027, unless terminated early as provided for in this Agreement. The initial term may be extended for renewal terms of one (1) year by mutual written agreement by both parties. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to, the Services described in the DISTRICT’S Request for Proposals (“RFP”). The DISTRICT’S RFP and CONSULTANT’S Response to the RFP are attached hereto as **Exhibit B**, incorporated by reference herein and made a part of this Agreement.
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
3. 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.
4. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to, background checks and fingerprinting of all staff directly providing services to students.
5. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.

6. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
7. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of New York State and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
11. CONSULTANT understands that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONSULTANT hereby acknowledges their responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
12. CONSULTANT, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. CONSULTANT, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. CONSULTANT further agrees that any information received by CONSULTANT's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the DISTRICT, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, CONSULTANT agrees that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and New York Education Law § 2-d. As part of the Execution of the Agreement, the CONSULTANT will provide the district with an

executed copy of the district's Education Law Section 2-d Rider.

13. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.

14. Insurance:

a. At its own expense, CONSULTANT shall secure and maintain the insurance policies specified in **Exhibit B**, listing the Board of Education, its employees, and volunteers as additional insured.

b. Upon the execution of this Agreement by CONSULTANT, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

c. Proof of insurance confirming renewals of insurance required hereunder must be submitted to the DISTRICT prior to the expiration date of coverage.

d. CONSULTANT shall provide the DISTRICT with a copy of any policy required under this Agreement upon the demand by the DISTRICT.

e. Acceptance by the DISTRICT of a certificate or a policy does not excuse the CONSULTANT from maintaining the policies consistent with all provisions of this Agreement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

**SEE RATE SHEET ATTACHED HERETO AS EXHIBIT "A"**

2. The fixed annual fee contained in the rate sheet shall be paid by the DISTRICT to the consultant in 12 equal monthly installments throughout the year. All invoices shall include the month of services and an itemization of services provided and time devoted to each. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.

3. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

4. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:

a. The DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

b. The parties agree that CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

a. CONSULTANT will be engaged as an independent contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.

b. Neither CONSULTANT 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 Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification

a. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees, from and against any and all claims, losses,

damages, causes of action, liens, encumbrances, penalties, fines, suits, proceedings, demands, costs (including attorneys' fees and disbursements) of whatsoever kind or nature, including claims for damages because of bodily injury, sickness, disease, or death, injury to, loss of use, or destruction of tangible property, in connection with CONSULTANT'S performance of services pursuant to this Agreement, or any of their agents, employees, officers, directors or partners, excluding only liability created by the DISTRICT's sole and exclusive negligence.

4. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Superintendent of Schools  
Niskayuna Central School District  
1430 Balltown Road  
Niskayuna, NY 12309

To Consultant: [NAME]  
[ADDRESS]

5. The DISTRICT condemns and prohibits all forms of sexual harassment in the workplace (*see* N.Y.S. Human Rights Law § 296-d). The DISTRICT's anti-sexual harassment policy is available on the DISTRICT's website under Policy 3420 Non-Discrimination and Anti-Harassment in the District. Reports of sexual harassment shall be made to the District's Title IX coordinator. CONSULTANT agrees to provide a copy of the aforementioned policy and regulation to all of its employees performing services for the DISTRICT and to provide the name and contact information of the DISTRICT's Title IX coordinator. CONSULTANT also agrees to immediately report any allegations or knowledge of sexual harassment of its employees to the DISTRICT's Title IX coordinator immediately. The failure to abide by the terms of this paragraph constitutes a material breach of this Agreement.

6. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

7. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

8. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall

remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

9. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

10. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Schenectady County, New York.

11. Entire Agreement: This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

12. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

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

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

[CONSULTANT NAME]

[NISKAYUNA CENTRAL SCHOOL DISTRICT]

By: \_\_\_\_\_

By: \_\_\_\_\_  
President, Board of Education

**EXHIBIT “A”**

**FEE SHEET**

**Year 1: July 1, 2026 - June 30, 2027**

**Fixed Annual Fee: Core School Physician Services Fee Amount: \$**

Includes all phone/email consultations, immunization/exemption reviews, standing orders, policy development, quarterly meetings (if needed), and two 4-hour summer physical examination sessions.

**Rates for Additional Services not Covered by Core Service Annual Fee**

Includes student and/or employee physicals (any beyond summer sports physicals), clinical liaison services and substantive clinical consultation.

Student Physicals as Needed (Except Summer Sports Physicals): \$

Employee Physicals As Needed: \$

Clinical Liaison Services \$

**Substantive Clinical Consultation \$**

**EXHIBIT B**

**[RFP Document & Vendor Submission to Be Incorporated]**

## EXHIBIT C

### INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of the DISTRICT as an Additional Insured on the CONSULTANT's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the DISTRICT as an Additional Insured shall:
  - a. Be an insurance policy from an A.M. Best A- rated or better insurer, admitted in and licensed to conduct business in New York State.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the DISTRICT including Workers Compensation.
  - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the DISTRICT (CG 20 26) or equivalent. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
  - a. The certificate of insurance must describe the services provided by the CONSULTANT that are covered by the liability policies.
  - b. At the DISTRICT's request, the CONSULTANT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the CONSULTANT will provide a copy of the policy endorsements and forms.
4. The CONSULTANT agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
  - a. **Commercial General Liability Insurance**  
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate  
\$2,000,000 Products and Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Sexual Misconduct and Assault  
\$100,000 Fire Damage  
\$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the DISTRICT.

**b. Automobile Liability**

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

**c. Workers' Compensation and NYS Disability Insurance**

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

The form can be completed and submitted directly to the WC Board online.

**d. Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the CONSULTANT performed under the contract for the DISTRICT. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

**e. Umbrella/Excess Insurance**

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

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

If the CONSULTANT utilizes independent contractors, then they must provide verification that coverage extends to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.