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Invitation for Bid

NCSD-27-001
SPECIAL EDUCATION TRANSPORTATION

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

SUBMISSIONS DUE: JULY 7, 2026, 10:00 A.M.

TIMELINE:
RELEASE OF IFB: JUNE 26, 2026
BID DUE DATE: JULY 7, 2026 at 10:00 AM
IFB AWARD BY BOARD OF EDUCATION: JULY 7, 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 IFB

The Niskayuna Central School District seeks to partner with a single Contractor to establish a contract with a contractor to provide Special Education Transportation services from July 13, 2026 through August 21, 2026. The intent of this IFB is to award a contract to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB. Bidders shall make all investigations necessary to thoroughly inform themselves about the District. Selection will be based on the proposer's demonstrated ability to meet District needs, with pricing serving as a primary evaluation factor. Bidders are responsible for conducting all necessary investigations to fully understand the District's requirements and existing conditions. The District will not accept claims of ignorance regarding site conditions or IFB requirements as a justification for modifying contract terms or vendor compensation.

POINT OF CONTACT

The sole point of contact at the District for purposes of this IFB prior to the award of a contract is the Purchasing Agent. All contact relative to this IFB 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

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 BIDDERS

A. Bids must be submitted to the Purchasing Office at the above address no later than 10:00 a.m. on Tuesday, July 7, 2026. If the DISTRICT is officially closed on the date scheduled for submission of bids, the required date for submission will be on the next day the DISTRICT is officially open.

B. Vendors must submit an original Bids (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. IFB Number and Title (NCSD-27-001 Special Education Transportation)

   3. IFB Due Date (July 7, 2026, 10:00 A.M.)

C. There is no expressed or implied obligation for DISTRICT to reimburse Vendors for any expenses incurred in responding to this IFB.

D. Submission of a Bid indicates acceptance by the Vendor of the terms and conditions contained in this IFB.

E. Vendors must provide fee information, using Attachment A "Fee Proposal" or another format.

II. SCOPE OF SERVICES

Transportation details for one (1) student residing in the Niskayuna Central School District for this bid:

Dates: Monday through Friday, effective July 13, 2026 through August 21, 2026

Destination: Transportation to/from the residence <u>within</u> the Niskayuna Central School District boundaries and Kevin G. Langan School, 314 South Manning Blvd., Albany, New York 12208

Arrival Time: Between 8:15 a.m. and 8:30 a.m.

Dismissal Time: Between 2:15 p.m. and 2:30 p.m.

Aide Needed: Yes

Assistance required to/from door of school and residence to bus

Wheel Chair Accessible with Air Conditioning

Any award of bid is dependent upon what is considered by the Niskayuna Central School District to be in its best interests.

<u>A. SCOPE</u>

1. Transportation will be provided as set forth in trip routing specification unless the Director of Transportation of the Niskayuna Central School District or his/her designee approves a change. At no time is a contractor authorized to make route changes (including pick-up and drop-off points) without first notifying the districts' transportation office.

2. The specifications are intended to describe the conditions, equipment and places involved in transporting school children under the jurisdiction and control of the Niskayuna Central School District.

3. Transportation shall be provided on the specified dates and times during this period.

4. The contract will become valid and binding when approved and signed by the Niskayuna Central School District Board of Education.

5. The Board of Education may request an outline from each bidder stating experience for the past two years in the operation of school buses, if such information is available.

6. The contractor may not sub-contract with any other bus operator to supply buses and/or bus drivers for any part of this contract except with the express permission of the Niskayuna Central School District.

7. The Board of Education reserves the right to require the contractor to provide assistant drivers, monitors and/or aides on buses where deemed necessary (in accordance with appendices provided).

8. By reference, all applicable statutes of the State of New York, providing for mandatory conditions in the case of school transportation contracts are incorporated herein. The contractor by submitting this bid proposal acknowledges familiarity therewith.

9. The Board of Education reserves the right to reject, accept or re-advertise the same work, or award a contract to other than the lowest bidder as permitted by law. The Board of Education may reject any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or irregularities in the bid. Any bid may be withdrawn prior to the opening of the bids. Any bid received after the time of the opening of the bids will be rejected as permitted by law. No bidder may withdraw their bids within forty-five days after the opening of bids.

10. The district reserves the right to cancel this contract providing they give the contractor fifteen (15) days written notice.

12. Bid will be awarded by Route.

B. EQUIPMENT REQUIREMENTS

1. Buses/Vans to be used shall be subject to the inspection of the Department of Motor Vehicles, the Department of Transportation, The Commissioner of Education and the Board of Education or its' designee. The Board further reserves the right to reject a bus for service in their contracts for good cause.

2. Conveyance shall meet all current requirements of the Public Service Commission and the Motor Vehicle Bureau as to safety and signaling devices and must pass the required public service inspections. Signaling devices shall be in operating order and shall be operated at all times when students are on the bus.

3. Features of construction of the buses to be used that directly affect the safety of students to be transported shall be in compliance with all regulations of the State of New York.

4. Operation and maintenance of all buses used for transportation of school children shall be subject to any and all reasonable rules and regulations that may be in the future adopted by the Board of Education, and a copy of such rules and regulations shall be delivered to the contractor by the Board of Education.

5. Vehicles used in providing service: shall be in accordance with the standards set by the Department of Motor Vehicles and the Department of Transportation

6. Buses shall be clean both inside and out and be maintained in first class operating condition at all times when used for school district operation.

7. Vehicles used to transport students shall not display either inside or outside of the vehicle any advertisement, political or other without the express authorization of the Board of Education.

8. Two-way radios are required on all buses unless the Superintendent of Schools of the Burnt Hills-Ballston Lake School District makes an exception.

9. All contractors must provide spare vehicles that meet all bid requirements and are in accordance with the specifications herewith.

C. LIMITATIONS TO USE OF EQUIPMENT

Students from other than the Niskayuna Central School District may NOT be transported by the contractor on the vehicles used to transport under these bid specifications unless otherwise approved by the Director of Transportation.

D. CONDITIONS FOR RETENTION OF THE CONTRACT

1. Failure to adhere to and comply with any of the conditions and specifications of this bid and the contract to follow will subject the contract to cancellation upon ten days' written notice by the Board of Education of the Niskayuna Central School District. In the event of cancellation of contract and the necessity to bid or negotiate a new contract for transportation service with another contractor, the original contractor will be responsible for indemnifying the district for costs incurred in obtaining a new contract and for any increase in costs of services involved for the duration of the term of the original contract.

2. The Board of Education of the Niskayuna Central School District shall have the right and option to terminate this contract upon the contractor making an assignment for the benefit of creditors, being adjudged bankrupt, or filing a petition for corporate reorganization or to be adjudicated bankrupt under any of the chapters of the Bankruptcy Act (including but not limited to Chapters X and XI).

3. In the event of a strike or other reason which causes interruption of services for more than 24 hours, the Board of Education shall have the right to secure alternate transportation as may be necessary and charge the cost of same to the account of the contractor.

4. Any change of ownership, conduct or management, or transfer of a portion of the entire interest in the business of the contractor/owner/operator shall be sufficient basis on the part of the Board of Education of the Niskayuna Central School District for cancellation of the period remaining under the contract after the date of such a change in ownership or management as above described. Use of this right is at the discretion of the Board of Education of the Niskayuna Central School District.

5. If the conveyor is unable, unwilling or otherwise fails to accomplish timely transport of all the scheduled student on a particular route for three successive days, the Board of Education of the Niskayuna Central School District, in its discretion, shall have the right to terminate this contract.

6. Termination of insurance policies during the contract period shall be deemed a breach of contract and shall have the effect of terminating said contract(s).

E. PERSONNEL REQUIREMENTS

1. Each contractor shall file with the Niskayuna Central School District, for approval preceding the contract, a list of drivers, both regular and substitute, for the contract year together with their driver's applications and completed medical examination forms. Contractor must also submit a Motor Vehicle Record of any violations on any driver. Should changes in the driver list occur during the year, the school district must be notified immediately and all requirements shall be met.

2. Drivers and monitor/attendants must meet the requirements for bus drivers and or monitor/attendants of the State of New York. Each driver and or monitor/attendant must participate in approved driver and or monitor/attendant training courses where required by law.

3. All contract carriers and their drivers will cooperate fully and completely when information is required regarding routes and students carried. Such information is to be accurately compiled. The school system will not ask for "unreasonable" cooperation.

4. When the contractor is transporting school children, the contractor is required to provide its drivers and the Niskayuna Central School District, the telephone number of contractor supervisory personnel who can be contacted at all times.

5. All school bus drivers and/or aides are prohibited from smoking on school buses at any time whether students are on board or not.

6. All carriers or their representatives must attend any meeting called for their presence. This will be at a reasonable time.

7. The Board of Education may require the discharge of any driver, asst. driver or aide whom it believes to be unfit for either the safe operation of a bus or the safe handling of children.

F. DRIVER/AIDE RESPONSIBILITIES

1. The school children must be conveyed safely at all times, exercising proper supervision over said children; all reasonable rules and regulations must be followed; the driver must always be one approved by the Niskayuna Central School District or his designee.

2. Drivers shall require all students to be seated, up to the rated seating capacity of the bus.

3. Drivers shall wear seat belts when the bus is in operation.

4. Drivers shall make every effort to follow and adhere to the school districts' transportation policy (to be provided).

5. Drivers shall permit no student to board the bus or to be discharged from the bus except at the point on the route nearest his home or at the school unless the point on the route nearest his home or at the school unless the Director of Transportation or his/her designee properly approves such change.

6. Drivers shall be responsible for taking proper precautions for the safety of their students who must cross in front of the bus while loading or unloading. This will include periodic instruction on crossing procedures.

G. SCHOOL DAY

1. In the event that changes in the duration of the school day, or the starting and dismissal times of any of the schools are made, the conveyor will be required to provide service according to any modified school day plan, until such time as the normal school pattern can be re-established. No increase in daily compensation rate shall be made, should this situation occur, nor shall a decrease in compensation rate be made in the event that the modified school day requires fewer miles of daily driving for a vehicle.

2. Students attending non-public schools/private institutions shall be transported on days when they are in session, even if the School District is not in session.

3. If the contractor is transporting students to non-public or private institutions, it is the responsibility of the contractor to attain the schedule of the students being transported by the contractor and transport according to the schedule. It is also the responsibility of the contractor awarded this bid to make contact with and arrangements for pick-up and drop-off of students. The districts will provide contact information for the contractor prior to the beginning of service.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY PARENTS/GUARDIANS OF STUDENTS BEING TRANSPORTED OF ANY DELAYS IN TRANSPORTATION.

H. EMERGENCY CLOSINGS

If the school district deems it necessary to close schools due to poor weather conditions or other emergency conditions, the district will contact the contractor of said closing as soon as practicable. It is the responsibility of the contractor to notify the students they transport that their school has been closed and they will not be picked up. If transportation of the student(s) listed in this bid cannot be procured due to poor weather conditions, the contractor must contact the Director of Transportation of the Burnt Hills-Ballston Lake School District, each school the contractor is transporting to and the parent/guardian of each student involved.

Alternative arrangements should be outlined at that time.

I. SAFETY REQUIREMENTS

The Board of Education, through their officials, reserves the right to enforce any and all provisions of safety, both locally and state mandated, in the transportation of students to and from school.

J. INSURANCE REQUIREMENTS

The contractor shall carry at least the following insurance:

1. Combined single limit of $1,000,000 for personal injury and property damage and umbrella insurance coverage for an additional $2,000,000.

OR

2. Basic insurance for $1,000,000 personal injury and $100,000 for property damage and umbrella insurance coverage for an additional $2,000,000.

The successful bidder must furnish proof of insurance prior to the first day of transportation of the student. The Niskayuna Central School District shall be named as an additional insured on such policies on a primary and noncontributory basis with waivers of subrogation. The successful bidder must provide proof of insurance satisfactory to the Niskayuna Central School District prior to the start date for the provision of services.

K. CONDITIONS OF PAYMENT

1. For contracts awarded to a contractor, payment will be made monthly based on the number of days' transportation was provided for that month. Billing will be submitted on a timely basis at the end of each month for work performed. For collaborative bids, payment will be made by the Niskayuna Central School School District. An itemized invoice should be prepared for each individual service and submitted directly to the Niskayuna Central School District, Accounts Payable Department, 1430 Balltown Road, Niskayuna NY 12309.

2. The school district will not make payment for transportation of students unless all aspects of transportation contracted for are fulfilled (i.e., monitors/aides are present each day, accident information is filed, etc.).

3. Should the conveyor be unable or unwilling to convey students on any school day during the term of the contract, whether because of breakdowns, motor difficulties, unsafe buses or other motor vehicles, negligence on the conveyor's part, strikes, riots, acts of God, or any other reason, then the daily compensation rate shall not be paid to the conveyor for such school days. Payments also shall only be due to the conveyor on days when actual transportation is provided to students. This includes, per day, year, route, bus or students contracts.

L. CONTRACTOR RESPONSIBILITIES

The contractor must provide the school district with copies of any paperwork pertinent to accidents/incidents involving contractor vehicles transporting students under the contract with the district.

M. FINANCIAL REPORTING

Successful bidders who are awarded contracts shall consent to an audit of any and all financial records relating to the contract, as authorized by the Department of Audit and Control. Successful bidders shall also submit cost factor forms, if requested by the New York State Education Department.

III. CONTENT OF PROPOSAL

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

- **Attachment A- Fee Proposal:** Provide a unit cost for each item specified based on the requirements outlined in this IFB, specifically Section V Specifications.
- **Attachment B- Vendor Form**
- **Attachment C- Non Collusive Bidding Certification**
- **Attachment D- Iran Divestment Act of 2012 Certification**
- **Attachment E- Certification of Insurance (Meeting Requirements of Attachment E)**
- **Attachment F- References**
- **Attachment G- Contractor Services Agreement**

IV. INSTRUCTIONS TO VENDORS

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

B. The DISTRICT will interpret the submission of a Bid to mean that the Bidder is fully informed as to the extent and character of the services, supplies and materials required and that the Bidder can furnish the same in complete compliance with the IFB Documents.

C. No interpretation of the meaning of the IFB 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 IFB. All addendum/addenda so issued shall become a part of the IFB. Any addenda sent to the Bidders shall be binding and take precedence over the section of the original IFB Documents which it replaces.

D. The DISTRICT may make any investigation they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the DISTRICT all such information and data for this purpose as the DISTRICT may request.

V. AWARD AND RESERVATION OF RIGHTS

A. The Contract will be awarded to the responsive and responsible Vendor offering a Bid response that best meets the terms, conditions and criteria stated in the IFB.

B. The DISTRICT reserves the right to make awards within sixty (60) days after the date of the Bid opening during which period Bids may not be withdrawn unless the Bidder distinctly states in the Bid that acceptance thereof must be made within a shorter specified time.

C. The DISTRICT reserves the right to reject all Bids. Also reserved is the right to reject, any Bid in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of the DISTRICT will be served.

D. The DISTRICT reserves the right to reject incomplete Bids. The DISTRICT also reserves the right to request additional data or material at any time. All material submitted in response to this IFB will become the property of the DISTRICT upon the opening of this IFB.

E. The DISTRICT reserves the right to reject Bids that impose conditions that would modify the terms and conditions of the IFB Documents or limit the Vendor's liability to the DISTRICT on the Contract awarded on the basis of such Bid.

F. The DISTRICT reserves the right to reject any Bid where investigation and evaluation of the Vendor's qualifications indicate that the Vendor may not promptly and efficiently complete the services as per the Specifications.

G. The DISTRICT reserves the right to negotiate the terms of the IFB, including the award amount, with the selected Vendor(s) prior to entering into a Contract.

H. The DISTRICT reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected.

I. Each Bid will be received with the understanding that the acceptance thereof, in writing, by the DISTRICT to furnish any or all of the products and/or services described therein shall constitute a contract between the successful Bidder and the DISTRICT. The Contract shall bind the successful Bidder to furnish and deliver at the prices and in accordance with the conditions of this Bid. The DISTRICT reserves the right to increase or decrease the products and/or services in the best interest of the DISTRICT.

J. All Bids, 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 Bid, 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 Bid 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

BID PROPOSAL FORM

BIDS should be presented as a fixed annual rate for all services outlined in Section II: Scope of Services.

Service Dates **July 13, 2026 through August 21, 2025 (Monday-Friday)**	
ROUTE: 2-wheelchair station Bus/Van **Air Conditioning** **Aide Required** **Assistance required to/from door of school and residence to bus** **Wheelchair Accessible with Air Conditioning**	
1 Student **Transportation to and from:** **-Residence within Niskayuna Central School District** **-Kevin G. Langan School, 314 South Manning Blvd., Albany, New York 12208**	
Arrival Time **8:15 am- 8:30 am**	**Dismissal Time** **2:15pm-2:30pm**
TOTAL	**$**

ATTACHMENT B

VENDOR FORM

Name of Vendor: _____

Address: _____

Prepared By: _____

Title: _____

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

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

The full name and the address of any firm or corporation of all persons interested in this IFB 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 IFB, the Vendor certifies that it is complying with Section 103d of the General Municipal Law as follows

B. By submission of this IFB, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint IFB 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 IFB 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 IFB for the purpose of restricting competition.

C. An IFB 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 IFB 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 IFB 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 IFB 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 bid, does not constitute, without more, a disclosure within the meaning subparagraph (b).

III. Certification and Authorization

A. Any IFB 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 IFB is required by statute, rule, regulation, or local law and where such IFB 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 IFB 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 IFB 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 IFB. 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, CONTRACTOR shall secure and maintain the insurance policies specified below (and outlined in the Contract) listing the Board of Education, its employees, and volunteers as additional insured.

2. Upon the execution of this Agreement by CONTRACTOR , CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR hereby agrees to effectuate the naming of the DISTRICT as an Additional Insured on the CONTRACTOR'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 CONTRACTOR that are covered by the liability policies.

4. At the DISTRICT's request, the CONTRACTOR 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 CONTRACTOR will provide a copy of the policy endorsements and forms.

6. The CONTRACTOR agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.

7. Minimum Required Insurance:
    a. Commercial General Liability Insurance $1,000,000 per occurrence/ $2,000,000 aggregate. Sexual misconduct coverage must be affirmatively stated as included.

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

    c. Workers Compensation Statutory Workers Compensation and Employer 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.
    d. Excess/Umbrella Insurance $5,000,000 each occurrence and aggregate; $10,000 SIR

    e. The policy naming the DISTRICT as an additional insured shall be an insurance policy from an A.M. Best rated or better, New York State admitted insurer.
    f. Provide for 30 days notice of cancellation

    g. State that the organization coverage shall be primary coverage for the district, its Board, employees and volunteers

    h. State that the organization coverage shall be the primary coverage for the district, its Board, employees and volunteers.

8. The CONTRACTOR 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 CONTRACTOR 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 the same shall not be deemed a waiver of any rights held by the DISTRICT.

9. If the CONTRACTOR 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

CONTRACTOR 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 VENDOR] (hereinafter, "CONTRACTOR"), having its principal place of business for the purpose of this Agreement at [ADDRESS].

1. TERM OF CONTRACT

The term of this Agreement shall be from July 13, 2026 through August 21, 2026 unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

2. PARTIES

a. The DISTRICT desires to contract with the VENDOR for [Special Education Transportation].

3. SCOPE OF SERVICES

The Vendor will provide Special Education Transportation to the DISTRICT as specified in the Niskayuna Central School District IFB NCSD 27-001 and in the VENDOR's proposal. The IFB document and VENDOR proposal are incorporated into this contract as Exhibit B.

4. PAYMENT

a. The DISTRICT shall pay VENDOR in accordance with the schedule attached as Exhibit "A".

b. Payment shall be made within sixty (60) days following the satisfactory completion of the Contract upon approval by the DISTRICT.

c. Payment will be made only after a correct, original invoice has been received from VENDOR.

d. 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.

e. VENDOR will be engaged as an independent contractor and therefore be solely responsible for the payment of Federal Income Taxes applicable to this Contract.

f. 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

a. VENDOR must follow the rules and regulations of the DISTRICT while work pursuant to the Contract is being performed.
b. 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. PREVAILING WAGE
a. VENDOR shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this proposal.
b. The cost of such compliance shall be borne entirely by VENDOR, who shall hold the DISTRICT harmless from any claims, demands or penalties arising from VENDOR's failure to comply with the above.
c. Requests for payment from VENDOR must include certified payrolls for all workers. In the event the prevailing wage rate increases during the term of the Contract, the Proposal prices shall stand.
d. VENDOR agrees to verify all rates with the New York State Department of Labor prior to doing any work for the DISTRICT as well as to establish which of the workers involved in any part of the Contract are required by law to receive said rates.

9. 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.

10. 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 Employer 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

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 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.

11. 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
Niskayuna Central School District
1430 Balltown Road
Niskayuna, NY 12309

12. 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.

13. 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.

14. 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.

15. 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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 County.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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 _____

[DISTRICT]
BY: _____

PRESIDENT
BOARD OF EDUCATION

EXHIBIT "A"

FEE SHEET

This agreement provides for a fixed annual rate for all services outlined in RFP Section II: Scope of Services.

Service Dates **July 13, 2026 through August 21, 2026 (Monday-Friday)**	
ROUTE: 2-wheelchair station Bus/Van - Air Conditioning - Monitor Required, 1-1 Aide Required. Wheelchair Accessible with Air Conditioning	
1 Student **Transportation to and from:** **-Residence within Niskayuna Central School District** **-Kevin G. Langan School, 314 South Manning Blvd., Albany, New York 12208**	
Arrival Time **8:15 am- 8:30 am**	**Dismissal Time** **2:15pm-2:30pm**
TOTAL	**$**

EXHIBIT B

[RFP Document & Vendor Submission to Be Incorporated]