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Invitation for Bid

NCSD-27-003 PRIVATE/OUT-OF-DISTRICT TRANSPORTATION ROUTES (Multiple)

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

SUBMISSIONS DUE: AUGUST 12, 2026, 10:00 A.M.

TIMELINE:

RELEASE OF IFB: AUGUST 5, 2026

BID DUE DATE: AUGUST 12, 2026 at 10:00 AM

IFB AWARD BY BOARD OF EDUCATION: AUGUST 18, 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 establish a contract with one or more contractors to provide multiple private/out-of-district transportation routes from September 1, 2026 through June 30, 2027. The intent of this IFB is to award a contract to the lowest responsible and responsive bidders whose bids meets the requirements of the IFB. This IFB contains five private/out-of-district bus routes. The district reserves the right to award bids on a route-by-route basis to the lowest responsive and responsible bidder or to the lowest responsive and responsible bidder whose aggregate price for all routes is the lowest. 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 Wednesday, August 12, 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-27-003 Private/Out-of-District Transportation Routes)
 - 3. IFB Due Date (August 12, 2026, 10:00 A.M.)
- C. There is no expressed or implied obligation for the 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. QUALIFICATION OF BIDDERS:

- A. Each proposal must be accompanied by a certified statement of the Bidder (in case of a corporation, of its officers, in case of a manager-managed limited liability company, its managers, and in case of a membermanaged limited liability company its members), showing the following:
 - 1. The name of a bank as reference to the financial stability of the bidder.
 - 2. A list of schools or school districts with which the bidder has had transportation contracts.
 - 3. Pursuant to New York General Municipal Law Section 103-g(4), by submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that Bidder is not on the list created by the New York Office of General Services pursuant to the New York State Iran Divestment Act of 2012.

II . SCOPE OF SERVICES

Transportation for five (5) students residing in the Niskayuna Central School District, Monday through Friday, effective September 1, 2026 through June 30, 2027. Transportation to/from the residence within the Niskayuna Central School District boundaries

A. SCOPE

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 District 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 District 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 District 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 District 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.
11. Bid will be awarded by Route (Attachment A).

B. 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 the 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).

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. EQUIPMENT REQUIREMENTS

1. All motor vehicles to be used and all transportation operations must comply with the rules, regulations, and/or requirements of the New York State Department of Transportation, the New York State Department of Motor Vehicles and Niskayuna Central School District, as well as with all laws and regulations of agencies of the State of New York pertaining to the transportation of school children.

2. Buses must be made available for inspection by the District and designated officials before any contract is executed.

3. The District reserves the right to modify any transportation schedules at its sole and absolute discretion without the consent of the successful Bidder.

4. In the event the bidder does not have the ability to fulfill the requirements of the bid at the time of submission of bid, the District requires that the bidder supply satisfactory evidence at the time of bid submission that he/she/it will have the ability to perform prior to the beginning of the contract period or beginning of service. Such evidence may be a signed statement from a bus manufacturer or dealer to the effect that he/she/it will furnish the required vehicles, maintenance, and/or labor as described above and must be submitted to the District on or before the award of the contract.

5. All vehicles must be equipped with approved mirror and safety devices to protect the lives of children being transported. Vehicles must contain an approved first aid kit and fire extinguishers, as required by law.

6. In the event of mechanical failure, stand-by vehicles meeting all of the requirements herein shall be available within fifteen (15) minutes driving time from the Niskayuna Central School District boundary.

7. Under the terms of the specifications, no Bidder may lease, hire or sub-contract for the use of any vehicle that will be used in connection with transportation as mentioned in these specifications, unless authorized in writing by the District.

8. Vehicles shall be cleaned on the interior at least daily and have exteriors washed at least once per week. Buses/vehicles shall be maintained in a clean condition at all times.

9. Each vehicle must have a clipboard with the following information and made available to the District upon request.

- A. A schedule of routes for that vehicle;
- B. Driver's daily report form;
- C. Student Discipline form;
- D. The vehicle's maintenance records.

E. MAINTENANCE, OPERATION AND CLEANING

1. All Bidders bidding upon these specifications must comply fully with the maintenance rules and regulations of the New York State Department of Transportation. Failure to fully abide by the maintenance rules and regulations of the New York State Department of Transportation shall be a material breach and shall result in a termination of the contract and an assessment of damages against the successful Bidder

2. In addition, all Bidders must fully comply with the guidelines and requirements issued by the Center for Disease Control (CDC) with respect to the operation, maintenance and cleaning of the vehicles. CDC guidelines are attached as an Addendum to this document and are incorporated herein by reference.

3. The District reserves the right to inspect the Bidder's maintenance records and make any other checks and inspections the District deems advisable or necessary to assure maximum safety and efficient operation of the Bidder's equipment.

F. ROUTING & SCHEDULING

Pupils are to be transported by State approved vehicles to and from school in accordance with routing schedules to be determined upon awarding the bid. Daily school sessions are listed and pupils shall arrive not more than ten (10) minutes before school opening or leave more than fifteen (15) minutes after school closing. School starting times and dismissal times are subject to change.

1. No routes or routing schedules for any contract bus, on the final summary sheet, may be changed, *nor may combinations with other routes or school districts be made* without the express written permission of the District. The final summary sheet of the routing of all vehicles will be prepared by the District.
2. Bidder must furnish the Niskayuna Central School District with the mileage (to the nearest tenth) and a student count for each vehicle when requested by the District.
3. The District reserves the right to inspect any and all of the Bidder's individual school vehicles, bus trip sheets, bus schedules, maintenance records and all other records the District may deem advisable or necessary to assure efficient operation and compliance with this bid.
4. It shall be necessary that the Bidder have a dispatcher or responsible company official who can be reached by the Niskayuna Central School District's transportation office and/or the parents of the children being transported and/or the schools to which the students are being transported on all school days when buses are on routes. ***This requires a person to be available at all times by telephone during the hours and days described herein. Use of an answering machine during the school day shall be a material breach and grounds for the immediate termination of the contract. Failure to abide by the provisions of this section of the bid shall be a material breach and shall result in the termination of this contract and an assessment of damages against the successful Bidder.***
5. Upon request by the District or by school authorities, the successful Bidder shall revise routes at any time during the school year.
6. **No student shall be in transport more than sixty (60) minutes from the time the student enters the bus or vehicle to the time the student is dismissed from the bus or vehicle.**

F. SAFETY

1. The Bidder shall comply with all applicable present and future rules and regulations of the New York State Education Department, New York State Department of Transportation, New York State Department of Motor Vehicles, and Niskayuna Central School District
2. The Bidder must report to the Niskayuna Central School District's transportation department, in writing, any traffic violations by bus drivers while in the performance of this bid. Such notice shall be made within forty-eight (48) hours. Failure to report any traffic violations to the Niskayuna Central School District within the forty-eight (48) hours shall be a material breach and shall result in the termination of this contract and an assessment of damages against the successful Bidder.
3. All vehicles operated under this bid shall come to a full stop before crossing the tracks of any railroad or before crossing any state highway that is not controlled by a traffic officer or a traffic signal.

4. Drivers shall remain in the vehicle at all times when children are aboard.

5. When a driver leaves his or her seat, he/she must shut off the engine, secure the brakes and close the door.

6. Drivers shall cooperate with designated school personnel.

7. Drivers shall be required to supervise and control the proper loading and unloading of pupils.

8. All pupils shall be picked up and dropped off only at designated stops and locations listed on any routes.

9. Buses shall hold emergency drills. Times and locations of such drills will be agreed upon between the successful Bidder and the District.

10. The successful Bidder must be in compliance with federal alcohol and drug testing regulations for school bus drivers.

G. 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.

H. DRIVER/AIDE RESPONSIBILITIES

1. Each driver or operator shall be of good moral character and physically and mentally fit to operate a vehicle transporting school children. Each driver shall comply with all requirements listed in Article 19-A of the New York State Vehicle and Traffic Law and Section 156.3 of the Commissioner's Regulations of the New York State Education Department. Each driver or operator shall be subject to the approval of the Superintendent, which said approval may be withdrawn in his or her sole and absolute discretion at any time for any cause.
2. Bidder shall notify the Niskayuna Central School District within twenty-four (24) hours upon Bidder's receipt of the New York State Department of Motor Vehicle Notification of Disqualification of any driver who is transporting Niskayuna Central School District students.
3. All drivers shall have the necessary qualifications and be licensed for driving public vehicles for hire and school buses in the State of New York. Bidders shall be required to have on file at the Bidder's office the license of each employee of the Bidder for driving public vehicles for hire and school buses in the State of New York. Bidder shall submit copies of the following documents for each driver that will operate a vehicle pursuant to the bid to the Niskayuna Central School District's Office for inspection by the Superintendent or his/her designee:
 - A. A current abstract of driving record.
 - B. Results of an annual physical examination.
 - C. Proof of training requirements under Section 156.3 of the Commissioner's Regulations of the New York State Education Department
 - D. Proof of compliance with the annual and biannual requirements of Article 19-A of the New York State Vehicle and Traffic Law.

The above requirements shall be fulfilled upon award of contract

4. All drivers shall be at least twenty one (21) years of age.
5. The District reserves the right to have the Bidder suspend, pending investigation, any driver who in the sole and absolute opinion of the District, is not performing satisfactory service, or who does not meet all of the above qualifications. Subsequent to suspension, results of any investigatory reports shall be made in writing to the District not later than forty-eight (48) hours following such suspension.
6. All drivers employed in the performance of this bid shall be available for meetings and or interviews, as called for by the district's Transportation Director, at the Bidder's place of business.
7. Failure to abide by any of the terms of this section of the bid, relating to drivers, shall be a material breach which shall result in the termination of the contract and an assessment of damages against the successful Bidder.

I. 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 District 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.

J. EMERGENCY CLOSINGS

When Niskayuna Central Schools are closed because of hazardous road conditions, transportation to the schools listed in the specifications will not be provided during the duration of the hazardous conditions. All school closings are announced on radio, displayed on television and posted on the school district web page. 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 Niskayuna Central 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.

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:

- **Qualifications of Bidders: See Paragraph II**
- **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- Equipment Description Form**
- **Attachment C- Vendor Form**
- **Attachment D- Non Collusive Bidding Certification**
- **Attachment E- Iran Divestment Act of 2012 Certification**
- **Attachment F- Certification of Insurance (Meeting Requirements of Attachment F)**
- **Attachment G- References**

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.
- E. Evidence that Bidder owns, rents and/or maintains adequate and proper garages and/or vehicle maintenance facilities in compliance with all legal requirements of the state of New York and the United States. A Statement indicating the type and extent of transportation experience and, as references, names of school districts or private and/or parochial schools previously or presently served.

V. AWARD AND RESERVATION OF RIGHTS

- A. The Contract will be awarded to the responsive and responsible Vendor or Vendors 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 event of a strike by the successful Bidder or any other reason arising from the actions of the successful Bidder causing the interruption of service or operation, the District has the right to secure such other transportation as may be necessary and charge the cost of the same to the account of the successful Bidder.
- N. In the sole discretion of the District the Bid of a Vendor whose performance on any previous contract with the District has been determined to be unsatisfactory may be rejected.

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

STATE EDUCATION DEPARTMENT REASONABLE COST CLAUSE

All Transportation contracts will be subject by the State to a test of "reasonable cost" for purposes of approval and determining State Aid. Costs considered to be unreasonable will not be allowed in computing State Aid. Therefore, by being awarded a contract under these specifications, the successful Bidder agrees to refund to the District the difference between its charges to the District and the reasonable cost as determined by the State if the successful Bidder's charges are in excess of this reasonable cost.

ATTACHMENT A

BID PROPOSAL FORM

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

<u>ROUTE 1</u> <u>Service Dates</u> September 1, 2026 through June 30, 2027 (Monday-Friday)	
Wheelchair Transportation- Bus/Van Aide Required Assistance required to/from door of school and residence to bus Wheelchair Accessible Vehicle 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 Distance from Home to School: <u>34 miles total Roundtrip</u>	
<u>Arrival Time</u> 8:15 am- 8:30 am	<u>Dismissal Time</u> 2:15pm-2:30pm
COST PER DAY	\$
TOTAL (SCHOOL YEAR)	\$

<u>ROUTE 2</u> <u>Service Dates</u> September 1, 2026 through November 30, 2026 (Monday-Friday)	
Monitor Required 1-1 Aide Required Air Conditioning Harness Required in Bus, Not Required in Van PM ROUTE ONLY	
1 Student One Way Transportation from School to Residence: Wildwood, 2995 Curry Road, Schenectady, New York 12303 to Residence within Niskayuna Central School District Distance from Home to School: <u>10 miles total One-Way</u>	
	<u>Dismissal Time</u> 2:15pm-2:30pm
TOTAL	\$

<u>ROUTE 3</u> <u>Service Dates</u> September 1, 2026 through November 30, 2026 (Monday-Friday)	
Aide Required Any Vehicle with Air Conditioning	
1 Student Transportation to and from: -Residence within Niskayuna Central School District Pine Bush, 3437 Carman Rd., Schenectady, New York 12303 Distance from Home to School: <u>16.3 miles total Roundtrip</u>	
<u>Arrival Time</u> 7:15 am- 7:30 am	<u>Dismissal Time</u> 1:15pm-1:30pm
COST PER DAY	\$
TOTAL (SEPT 1 - NOV 30)	\$

ROUTE 4 Service Dates September 1, 2026 through November 30, 2026 (Monday-Friday)	
Non Emergency Vehicle or Mini Van that will hold four students with Air Conditioning Aide Not Required	
1 Student Transportation to and from: -Residence within Niskayuna Central School District Kipp Tech Valley Primary, 400 Northern Blvd, Albany, New York 12210 and 1 Student Transportation to and from: Valley Middle School, 321 Northern Blvd., Albany, New York 12210 Distance from Home to School: (Students live within the school district ~3.5 miles apart). District from Home to School: <u>30 miles total Roundtrip</u>	
<u>Arrival Time</u> 8:15 am- 8:30 am	<u>Dismissal Time</u> 2:15pm-2:30pm
<u>COST PER DAY</u>	\$
TOTAL (SEPT 1 - NOV 30)	\$

<u>ROUTE 5</u> <u>Service Dates</u> September 1, 2026 through November 30, 2026 (Monday-Friday)	
Aide Required Any Vehicle with Air Conditioning PM ROUTE ONLY	
1 Student One Way Transportation from: 7 Century Hill Drive, Latham, New York 12110 to -Residence within Niskayuna Central School District <u>12.1 miles total One-Way</u>	
	<u>Dismissal Time</u> 3:45pm-4:00pm
COST PER DAY	\$
TOTAL (SEPT 1 - NOV 30)	\$

ATTACHMENT B

EQUIPMENT DESCRIPTION FORM

ALL BIDDERS ARE REQUIRED TO LIST VEHICLES AND DESCRIBE EACH VEHICLE TO BE USED TO TRANSPORT PUPILS BASED ON THE VEHICLE REQUIRED AS FURTHER DESCRIBED ON THE ATTACHED SHEETS.

<u>BODY/CHASSIS</u>	<u>YEAR</u>	<u>CAPACITY</u>	<u>BID ROUTE</u>

ATTACHMENT C

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 D

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 thereof 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 E

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 F

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. **Proof of a policy meeting the limits below must be submitted to the District with a Bid submission.**
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 G

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: _____