REQUEST FOR PROPOSALS
for
SCHOOL IMPROVEMENT WORK: EDUCATIONAL CONSULTING, STRATEGIC PLANNING, AND PROFESSIONAL LEARNING

RFP #27-019

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA COUNTIES
900 WATERVLIET SHAKER ROAD
ALBANY, NY 12205

ATTN: LORI CATUCCI, PURCHASING AGENT
900 WATERVLIET-SHAKER ROAD
ALBANY, NY 12205
TELEPHONE: 518-862-4924/ FAX: 518-862-4949
Email: lori.catucci@neric.org

RECEIPT CONFIRMATION FORM

RFP NUMBER: **27-019**

TITLE: **School Improvement Work: Educational Consulting, Strategic Planning, And Professional Learning**

PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM AS SOON AS POSSIBLE:

IF YOU PLAN TO SUBMIT A PROPOSAL, RETURN OF THIS FORM WILL ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS RFP.

Company Name:_____

Address:_____

City: _____State:_____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

I authorize the Capital Region BOCES to send further correspondence that the BOCES deems to be of an urgent nature by the following method:

Email: _____

Other: _____

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA COUNTIES
900 WATERVLIET SHAKER ROAD
ALBANY, NY 12205
Email: lori.catucci@neric.org / Fax: (518) 862-4949

NON-PROPOSER RESPONSE

RFP #27-019 School Improvement Work: Educational Consulting, Strategic Planning, And Professional Learning

Capital Region BOCES is interested in the reasons why vendors choose not to respond to our RFPs. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet specifications or Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements are too restricting.
- ☐ Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of proposal.
- ☐ Other reasons; please state and define:

_____

_____

_____

_____

Vendor Name:_____

Contact Person:_____

Vendor Address:_____

Vendor Telephone:_____

NOTICE TO PROPOSERS
RFP #27-019

The Board of Cooperative Educational Services (BOCES), Sole Supervisory District of Albany, Schoharie, Schenectady, Saratoga Counties, in accordance with Section 103, 104b and 119-0 of the General Municipal Law, hereby invites the submission of sealed proposals for RFP-27-019 for **School Improvement Work: Educational Consulting, Strategic Planning, And Professional Learning.**

RFP documents may be downloaded from https://www.bidnetdirect.com/new-york or may be obtained by contacting the Capital Region BOCES Purchasing Agent directly at lori.catucci@neric.org or telephone (518) 862-4924.

Proposals shall be received by **Thursday, November 19, 2026** at 2:00 P.M. local time at the Capital Region BOCES Purchasing Office, 900 Watervliet Shaker Road, Albany, NY 12205, **or by electronic submission at:** https://www.bidnetdirect.com/new-york/capital-region-boces.

Lori Catucci
Purchasing Agent

Publish One Day- The Daily Gazette – October 22, 2026

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA COUNTIES
900 WATERVLIET SHAKER ROAD ALBANY, NY 12205

REQUEST FOR PROPOSALS

RFP #27-019
SCHOOL IMPROVEMENT WORK: EDUCATIONAL CONSULTING, STRATEGIC PLANNING, AND PROFESSIONAL LEARNING

RFP DISTRIBUTION- ***IMPORTANT NOTICE***

The Board of Cooperative Educational Services of Albany, Schoharie, Schenectady and Saratoga Counties, also known as "Capital Region BOCES", officially distributes RFP documents through the Capital Region BOCES Purchasing Department Office or through BidNet Direct's Empire State Purchasing Group website at https://www.bidnetdirect.com/new-york. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain RFP documents from either the Capital Region BOCES Purchasing Department, or BidNet Direct's Empire State Purchasing Group website, are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Capital Region BOCES Purchasing Division or BidNet Direct's Empire State Purchasing Group website, it is strongly recommended that you obtain an official copy.

SECTION 1: INTRODUCTION AND PURPOSE

1.1 About the BOCES

The Board of Cooperative Educational Services (BOCES) was created in New York State by legislation, in 1948. Today, there are thirty-seven BOCES in the State. Each has its own governing board, elected by members of the Boards of Education of the component districts. The primary purpose of the BOCES is to provide services to two or more member districts more effectively and economically than one district could provide alone. Each year, districts request the services they want their BOCES to provide in the following year. The various requests for services and programs are assembled into an operating plan along with the associated budget.

BOCES is an educational agency of the State, and must, therefore, adhere to all laws and regulations of the State of New York, which govern the public schools in the State, as well as regulations controlling the BOCES. BOCES receives most of its revenue from component districts for the services BOCES provides. In return, the member districts receive BOCES aid based on their relative wealth and use of the services.

The Board of Cooperative Educational Services of Albany-Schoharie-Schenectady-Saratoga Counties was created in 1953, and today serves twenty-three (23) component districts, plus one non-component, Albany City School District, located within the four-county area.

The Capital Region BOCES, as it is commonly known, consists of a Central Administration and five major program divisions: Management Services, Special Education, Career and Technical Education, Educational Support Services and the Northeastern Regional Information Center (NERIC).

1.2 Purpose of the RFP

Through this RFP, Capital Region BOCES seeks proposals from qualified firms, organizations and individuals to support school improvement initiatives for participating school districts. Requested services may include educational consulting, strategic planning, professional learning, leadership coaching, program evaluation, and other related school improvement activities as identified by the Educational Support Services Division. The objective of this RFP is to establish a roster of qualified providers capable of delivering high-quality, responsive services that support continuous improvement and positive educational outcomes.

1.4 BOCES intends to make multiple awards under this RFP to the Proposers receiving the highest evaluation scores, when determined to be in the best interests of BOCES and the school districts to be served. When more than one Contractor is awarded under this RFP, the decision to select a specific contractor rests solely with the school district receiving the services. Award under this RFP is not a guarantee that services will be requested or purchased, nor does it guarantee any minimum volume or dollar value of work.

SECTION 2: SCHEDULE

2.1 The anticipated schedule of key events with regard to this RFP is as follows:

RFP Issued	October 22, 2026
Request for Content Clarification Deadline	November 6, 2026
Proposal Submission Deadline	November 19, 2026
Anticipated Board of Education Award	January 14, 2027
Anticipated Contract Term	July 1, 2027 – June 30, 2028 + four (4) automatic one-year renewals

2.2 BOCES reserves the right to revise these dates.

SECTION 3: RECEIPT OF PROPOSALS

3.1 Proposals must be received no later than **2:00 P.M. on Thursday, November 19, 2026 by one of the two methods described below:**

a. Electronic Submission

Proposals may be submitted electronically through BidNet's- Empire State Purchasing Group website, at: https://www.bidnetdirect.com/new-york/capital-region-boces. Vendors needing assistance in completing an online proposal submission must contact BidNet's Vendor Support Department at 800-835-4603, Option 2. BOCES is not able to assist or provide guidance with the online submission process. Vendors are cautioned to allow sufficient time for completing the online proposal submission process.

b. Physical Submission

Three (3) sets of proposal documents (1 original and 2 copies), along with one (1) electronic copy on CD or flash drive, must be submitted, sealed in an opaque envelope or other secure packaging, clearly marked with the name and number of the Proposal and the name and address of the Proposer, at the following address:

Lori Catucci
Purchasing Agent
Capital Region BOCES
900 Watervliet Shaker Road
Albany, New York 12205

3.2 Unexpected Closures Due to Weather, Emergencies

In the event that the Capital Region BOCES Purchasing office is closed on the scheduled day and/or time of the proposal submission deadline, the proposal submission deadline shall be automatically rescheduled for the same time, on the next day that Capital Region BOCES Purchasing office is open.

SECTION 4: GENERAL CONDITIONS

4.1 The Proposal submitted by the individual Proposer(s) is the document upon which BOCES will make its initial judgment regarding the Proposer's qualifications, understanding of the scope and objectives, methodology, and ability to complete services under the contract.

4.2 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by BOCES to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the BOCES, or for participating in any selection interviews.

4.3 By submitting a Proposal in response to this RFP, the Proposer acknowledges and agrees to the terms and conditions set forth in this RFP and the Sample Vendor Agreement (attached as Exhibit "B-1"). Should the Proposer object to any terms of this RFP and/or the Sample Vendor Agreement, or wish to propose alternative terms, such objections or alternative terms must be clearly stated and included in the Proposal. Failure to object to or propose alternative terms in the Proposal shall be deemed as acceptance of all terms and conditions of this RFP and the Sample Vendor Agreement.

4.4 BOCES reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

4.5 BOCES reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

4.6 BOCES may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

4.7 Proposals will be examined and evaluated by the Educational Support Services Division.

4.8 During the evaluation of Proposals, the BOCES may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

4.9 As part of cost proposal evaluation, the BOCES reserves the right to request best and final offers. In the event the BOCES exercises this right, all responsive Proposers will be asked to provide a best and final offer.

4.10 Proposals submitted shall remain valid for a minimum of 90 days

4.11 Proposals shall be signed, either in ink or by e-signature, by an authorized officer of the company/ organization.

SECTION 5: QUALIFICATION OF PROPOSER

5.1 Proposers are required to possess the following minimum qualifications to be eligible for an award under this RFP:

a. Proposer shall have successfully provided services of a similar nature for a minimum of five (5) years.

b. Proposer shall provide a minimum of three(3) client references, including at least one from a New York school district or BOCES.

5.2 BOCES may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the BOCES, within five (5) days of a request, all such information and data for this purpose as may be requested. BOCES reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the BOCES that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

SECTION 6: TERM OF CONTRACT

6.1 The contract period shall be for one year, July 1, 2027 – June 30, 2028. Awarded pricing shall remain firm for the duration.

6.2 Upon expiration of the initial one-year term, the contract shall automatically renew for four (4) successive, consecutive one-year periods, up to a maximum total contract duration of five years, unless either party provides notice of non-renewal to the other party at least 60 days prior to the end of the then-current term. Each renewal term shall be subject to the pricing and terms then in effect, including any modifications approved pursuant to Section 6.3.

6.3 Prices shall remain firm for the initial contract year. Contractors may request price adjustments or other contract modifications for any subsequent automatic renewal term by submitting a written request to BOCES Educational Support Services Division no later than **March 1** preceding the July 1 – June 30 renewal term for which the change is proposed. All requested modifications are subject to BOCES' review and approval and shall not become effective unless formalized in a written contract amendment approved by the Capital Region BOCES Board of Education and executed by both parties.

6.4 The successful Proposer will be required to execute a vendor agreement with the BOCES in substantial conformance with this RFP and attached Sample Vendor Agreement (Exhibit B-1), as approved by the BOCES Board of Education..

SECTION 7: SCOPE OF SERVICES

7.1 Successful firms will demonstrate excellence in written and oral communication skills, experience in educational consulting along with effective organizational, planning, communication and interpersonal skills.

7.2 BOCES seeks proposers with expertise in K-12 Education who can provide value in one or more of the six service categories defined below. Proposers may submit proposals for one or more categories.

7.3 It is intended that BOCES' subscribing districts and agencies will be able to purchase the individual components of service within each category separately and independently of the others, if they choose to do so, in an "a la carte" service model. The proposer's work plan and cost proposal shall be structured to accommodate this requirement.

7.4 When a school district requests services, the successful proposer will work directly with district staff to design and implement custom projects based on the proposed services and hourly rates, as awarded pursuant to this RFP. Successful proposers will provide, upon district request, a proposed work plan to address the district's specific needs and goals, with project deliverables, number of hours necessary to complete the contemplated work, and a firm not-to-exceed project quote.

7.5 Purchases made under any award(s) resulting from this RFP are limited to those school districts who are members of the Capital Region BOCES Education Support Services Programs or those who have executed a cross contract with Capital Region BOCES for this service.

7.6 **Service Categories**

A. Leadership Development and Support

Successful proposer(s) will provide school leadership development and executive coaching services. Proposed solutions should be inclusive of education leaders at various career stages. Service models should address: change management; performance management; decision making; mentorship; networking; ongoing support options.

B. **Policy, Advocacy and Engagement Support**

Successful proposer(s) will support school districts in the design and implementation of strategic policy, advocacy and engagement plans, with the objective of advancing various district agendas. Objectives will vary by district. Proposers should identify their particular areas of expertise in the proposal submission.

C. **Strategic Planning**

Successful proposer(s) will guide school district leaders through strategic planning processes as needed to accomplish district initiatives. Services should incorporate needs assessments, change management, implementation planning, leadership coaching and execution support. Projects will vary by district. Proposers should identify their particular areas of expertise in the proposal submission.

D. **Implementation Support**

Successful proposer(s) will support school districts in implementation of strategic plans and district initiatives. Services may include, but are not limited to: risk analysis, project monitoring, progress reviews, leadership coaching and transition support. Projects will vary by district. Proposers should identify their particular areas of expertise in the proposal submission.

E. **Professional Learning**

Successful proposer(s) will collaborate with school leaders to assist districts in designing professional learning to support district priorities and initiatives. Topics may include, but are not limited to:

- NY Inspires related transformations
- Assessment practices
- School culture and climate
- Multi Tiered Systems of Supports- Integrated (MTSS-I)
- Curriculum modification

Proposers should identify their particular areas of expertise, and describe their service offerings in this respect, in the proposal submission.

F. **Human Resources, Administrative Office and Finance Support**
Successful proposer(s) will provide guidance in areas of human resources, administrative operations, and finance infrastructure. Service models should address: office management, budgeting, financial reporting; staff sourcing, recruitment, and retention; business leadership coaching, project and change management; event management. Needs will vary by district. Proposers should identify their particular areas of expertise, and describe their service offerings in this respect, in the proposal submission.

7.7 The successful Proposer(s) will be responsible for marketing the programming and services, as awarded under this RFP, to school districts. Upon engagement of districts, all purchases and payments will be directed through the BOCES.

SECTION 8: COST PROPOSAL:

8.1 Proposer shall submit a cost proposal for the services described above in Section 7, Scope of Services, and on the Cost Proposal Form included herein.

8.2 The cost proposal shall detail the fee structure for the Proposal and shall identify all potential costs for which the BOCES would be responsible under the contract. Hourly rates, ancillary and reimbursable costs shall be clearly itemized, if not included in other components of the cost proposal.

SECTION 9: PROPOSAL SUBMISSION FORMAT

9.1 In order for the BOCES to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal, as adherence to this format is critical for BOCES' evaluation process:

I. TITLE PAGE AND TABLE OF CONTENTS

A. The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

B. The Table of Contents must indicate the material included in the proposal by section and page number.

C. Provide the name and title of person(s) authorized to bind the Proposer in a contractual agreement with the BOCES. Provide his or her office address, email address, and telephone number.

II. QUALIFICATIONS AND EXPERIENCE

The Qualifications / Experience section must address the Proposer's qualifications and experience to carry out the requested services. At a minimum, Proposer shall address the following:

A. Detail your firm's experience in the provision of the proposed services.

B. Identify your firm's key professional staff members who will be involved in the BOCES engagement. Briefly describe the experience each possesses as it pertains to the proposed services or provide a resume for each.

C. Provide any additional information that would distinguish your firm in its service to Capital Region BOCES and our school districts.

III. REFERENCES

A. Provide a minimum of three (3) client references for whom similar services have been provided within the last five (5) years. Reference list should include at least one reference from a New York school district or BOCES.

B. For each reference listed, provide:
   - Client's business name and address
   - Nature of the project/ contract
   - Dates of the engagement
   - Name and contact information of an individual whom the BOCES may contact to discuss your performance

IV. PLAN IMPLEMENTATION

The Plan Implementation Section must address the Scope of Services and detail the Proposer's planned approach to deliver services.

V. COST PROPOSAL

The Cost Proposal Section must include all costs associated with the Proposer's plan to carry out the requested service. The Cost Proposal Form furnished with the RFP document, including all Exhibits and Appendices, must be included in this section. In addition:

A. For each service category proposed, proposer is requested to submit an hourly rate fee proposal. Identity job titles and staff members associated with the proposed hourly rates.

B. Any additional, ancillary or reimbursable costs must be identified.

C. Proposals with alternate cost proposal formats must clearly identify pricing methodology and include all applicable components of cost.

SECTION 10: PROPOSAL EVALUATION

10.1 Proposals will be examined and evaluated by the Educational Support Services Division with the advice of the Capital Region BOCES Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Capital Region BOCES Board of Education for an award.

10.2 BOCES reserves the right to utilize a phased evaluation process. An initial review may be conducted to assess responsiveness, qualifications, relevant experience, and overall suitability. Based upon this preliminary review, BOCES may identify a limited number of Proposers for further evaluation. Only those proposals advancing beyond the preliminary review stage may be subject to a comprehensive evaluation and scoring under the weighted evaluation criteria set forth in this RFP. BOCES reserves the right to determine, in its sole discretion, which proposals advance to subsequent stages of the evaluation process.

10.3 Evaluation of proposals will be based upon the following:

CRITERIA	***WEIGHT***
Proposer's experience and performance in providing service to other similar facilities or customers	35%
Quality of proposed service delivery model and responsiveness to the scope of services indicated.	30%
Proposer's level and quality of service as determined through reference checks	10%
Proposed Costs	10%
Quality, clarity and responsiveness of the overall proposal submission	15%

SECTION 11: CONTRACT/ AGREEMENT

11.1 The successful Proposer's proposal submission, when accepted by BOCES either by formal letter or acceptance of purchase order, shall legally constitute acceptance and therefore, be subject to all the terms and conditions of the Proposal documents, the Sample Vendor Agreement, and any alternative contract terms as specifically approved by BOCES. Proposer shall thereafter be obligated to provide services in strict adherence to and in compliance with such terms and conditions.. Any and all ambiguities in RFP documents, RFP awards, contracts or related documents, shall be construed in favor of BOCES.

11.2 BOCES shall generate a purchase order(s) or award letter to the successful respondent. Any purchase order, contract, or award letter is conditioned upon Proposer disclosing to BOCES any plans, intentions or expectations it may have to subcontract, assign, transfer or convey any of its rights or obligations under this RFP to any third party. The failure to make such disclosure shall cause any purchase order(s) or award letters to be voidable at the option of BOCES. the successful respondent/Vendor shall not thereafter subcontract, assign, transfer or convey, in whole or in part, any of its rights or obligations under the Vendor Agreement without the prior written consent of BOCES.

11.3 BOCES will designate a contract administrator with responsibility to ensure compliance with all the contractual terms and conditions, including, but not limited to, the inspection and acceptance of the service(s) provided. The contract administrator will serve as liaison between BOCES and the successful Proposer.

11.4 Invoicing and Payment

a. The BOCES will make payment only after Vendor's satisfactory completion of work, and Vendor's submission of an invoice with requisite documentation describing work performed and charges clearly itemized and verifiable against the fee schedule. Payment is contingent on Vendor's compliance with the terms and conditions of the RFP and any resulting agreement.

b. Payment terms extended to the BOCES and school districts shall be no less than 30 days from date of invoice.

c. The vendor's invoice shall state any prompt payment discounts available.

d. BOCES and school districts operate on a July 1 – June 30 fiscal year. Invoice(s) for any services in a given fiscal year must be delivered to the BOCES no later than June 30th of the same fiscal year. Services which are not invoiced in the fiscal year in which they were provided will risk non-payment.

SECTION 12: INDEMNIFICATION

12.1 To the fullest extent permitted by law, the Vendor agrees to hold harmless, indemnify and defend the Albany-Schoharie-Schenectady-Saratoga Board of Cooperative Educational Services, all its employees/representatives, and all participating school districts, from and against all claims, damages, losses and expenses (including, without limitations, legal expenses on a solicitor and client basis) arising out of, or in consequence of, any and all acts, omissions, or negligence of the Vendor. Further, the Co Vendor ntractor agrees to hold harmless, indemnify and defend the BOCES, all its employees/representatives, and all participating school districts from and against all suits, actions and proceedings by whomsoever made, brought, or prosecuted, and in any manner based upon, arising out of, related to, occasioned by, or attributable to the infringement or contribution to the

infringement of any intellectual or industrial property right, by the articles, methods, processes, or act employed by, or plans, drawings, specifications or other written data provided by the Vendor or its employees in concert with providing services.

SECTION 13: REQUESTS FOR CONTENT CLARIFICATION

13.1 All inquiries with respect to this Request for Proposals must be directed to the BOCES Purchasing Agent as follows:

Lori Catucci
Purchasing Agent
Capital Region BOCES
900 Watervliet Shaker Road
Albany, New York 12205
Telephone: (518) 862-4924
Facsimile: (518) 862-4949
Email: lori.catucci@neric.org

13.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received after the final request for content clarification deadline will not be answered. The BOCES will be bound only by responses given by formal written Addenda.

13.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach BOCES employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 14: MODIFICATION AND WITHDRAWAL OF PROPOSALS

14.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

14.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the BOCES and promptly thereafter demonstrates to the reasonable satisfaction of the BOCES that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

14.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the BOCES Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

(a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job-related injuries.

(b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than $1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any owned, hired or leased automobile.

(c) **Commercial General Liability Insurance:** A policy or policies providing commercial liability coverage including products/completed operations, and personal and advertising injury with limits of not less than:

Liability For:	Limits
Property Damage	$1,000,000 each Occurrence / $2,000,000 Aggregate
Bodily Injury	$1,000,000 each Occurrence / $2,000,000 Aggregate
Personal Injury	$1,000,000 each Occurrence / $2,000,000 Aggregate
Products/ Completed Operations	$1,000,000 each Occurrence / $2,000,000 Aggregate

(d) **Commercial Umbrella/Excess:** A policy with limits excess of the Automobile & General Liability with limits not less than $2,000,000

15.2 Albany-Schenectady-Schoharie-Saratoga BOCES shall be named as an additional insured on commercial general and auto liability policies. **RFP number must appear on insurance certificate.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to the BOCES. It shall be automatically renewed upon expiration and continued in force unless BOCES is given at least thirty (30) days' written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the BOCES Purchasing Agent, or her designee, proof of issuance of all policies of insurance required. If at any time, any of said policies shall expire or become unsatisfactory to the BOCES, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the BOCES for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the BOCES, be forthwith declared suspended, discontinued or terminated.

Failure of the successful Proposer to procure and maintain any required insurance shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: FREEDOM OF INFORMATION LAW

16.1 The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, respondents should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

> The information of data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL," contain financial, technical or other information which constitute trade secrets or such, if publicly disclosed, would result in substantial injury to our competitive position. We request that BOCES use such information only for the evaluation of this proposal but we understand that BOCES must comply with the provisions of the New York State Freedom Of Information Law (FOIL) and that public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL," and to make no claim for any damages as a result of any such disclosure by the BOCES pursuant to FOIL.

16.2 In the event BOCES receives a FOIL request for disclosure of information marked as "CONFIDENTIAL," the respondent shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the respondent has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by BOCES in making its determination as to whether disclosure is required under the law.

SECTION 17: CONFLICT OF INTEREST

17.1 No public official from the State of New York, County of Albany, Schoharie, Schenectady or Saratoga or any local government unit located within the above counties shall have interest in the agreement.

SECTION 18: VENUE

18.1 This RFP will be governed and construed according to the laws of the State of New York. By submission of a proposal, all respondents agree that the Supreme Court, State of New York, County of Albany, the United States District Court, Northern District of New York shall be the venue for any actions brought under this RFP.

SECTION 19: SILENCE OF REQUIREMENTS

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

SECTION 20: ADVERTISING

20.1 The successful respondent shall not advertise or publish, without BOCES written approval, the fact that BOCES has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

SECTION 21: INTERFERENCE

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

SECTION 22: TERMINATION

22.1 BOCES may terminate the contract for cause upon thirty (30) days' written notice, should the successful respondent be in default of the contract. In such instances, the respondent will be required to remove any/all equipment or supplies at its own expense in a timely manner.

22.2 BOCES reserves the right to terminate the contract without cause upon sixty (60) days' written notice.

SECTION 23: REPRESENTATIONS

23.1 No information derived from inspection of BOCES records or reports of investigation concerning the agreement, will in any way relieve the successful respondent of its responsibility or from properly performing its obligations under the contract. BOCES may have provided information as a convenience to the respondent and did so without any warranty whatsoever by BOCES.

The successful respondent is responsible for making its own conclusions and interpretations from the data supplied by the BOCES and from information available from other sources.

SECTION 24: CUMULATIVE RIGHTS

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

SECTION 25: DEFAULT

25.1 If the successful respondent is in default, BOCES may, in its discretion, do all things necessary to affect compliance with the laws, regulation, by laws, directives, rules and conventions referred to herein, and the successful respondent shall, on demand by BOCES, reimburse BOCES for all costs incurred by BOCES for that purpose.

SECTION 26: ETHICS

26.1 The Proposer/ Vendor shall not accept or offer gifts or anything of value, nor enter any business arrangement with any employee, official or agent of BOCES. Any contract between or initiated by a respondent and a BOCES employee, board member, other than with the purchasing office, shall be grounds for disqualification.

SECTION 27: ACCESSIBILITY

27.1 Any documents, web-based information and applications development, or programming delivered pursuant to this contract, must comply with Title II of the American with Disabilities Act and Section 508 of the Rehabilitation Act. Vendor will make all efforts to ensure that all work performed, designs suggested, templates used and functionality developed by them will follow the Web Content Accessibility Guidelines (WCAG) 2.0 AA standards.

SECTION 28: DRUG/SMOKE FREE

28.1 BOCES maintains a drug and smoke free workplace. Use, possession or under the influence of drugs and/or alcohol or smoking while in performance of this agreement is strictly prohibited.

SECTION 29: NON-DISCRIMINATION REQUIREMENTS

29.1 In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the respondent agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability:

(a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the agreement.

29.2 The Capital Region BOCES does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs, activities, employment, and admissions; and provides equal access to the Boy Scouts and other designated youth groups.

29.3 The following person has been designated to handle inquiries regarding the non-discrimination policies: Nicole Yamin, compliance officer/coordinator, at nicole.yamin@neric.org (518) 862-4943 or 900 Watervliet-Shaker Road, Albany, NY 12205. Inquiries concerning the application of the Capital Region BOCES non-discrimination policies may also be referred to the U.S. Department of Education, Office for Civil Rights (OCR), 32 Old Slip, 26th Floor, New York, NY 10005, telephone (646) 428-3800 (voice) or (800) 877-8339 (TTY).

SECTION 30: APPROXIMATE SERVICE USAGE

30.1 Estimated service usage may be given. Approximate usage does not constitute a request but only implies the probable services BOCES will require. Services will be utilized on an as-needed basis and it is understood that the estimated usage may be increased, decreased or omitted without any way invalidating proposed fees.

SECTION 31: EXECUTORY CLAUSE

31.1 This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the BOCES beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer, creates any legal obligation to request, appropriate or makes available, monies for the purpose of the contract.

SECTION 32: RIGHT TO PURCHASE

32.1 BOCES reserves the right to reject this proposal in part or its entirety and purchase services from state or county contracts should it be deemed in the best interest of BOCES.

SECTION 33: DATA PRIVACY

33.1 In compliance with New York State Education Law 2-d, any **Vendor** engaged by the BOCES to provide services must fulfill the following:

a. If the Vendor collects, processes, manages, stores or analyzes student personally identifiable information (PII) or confidential teacher or principal data, the Vendor will be required to complete a Data Privacy Agreement and data privacy questionnaire during the risk review and contract review process.

b. If the Vendor does not collect, process, manage, store or analyze student PII or confidential teacher or principal data, Vendor shall provide the BOCES with completed Exhibit A-7 of this RFP, as a letter of assurance stating that Vendor does not use student PII or confidential teacher or principal data.

SECTION 34: FINGERPRINTING

39.1 Fingerprinting clearance is required by the New York State Department of Education (SED) for all contractors' employees and subcontractors providing services pursuant to this RFB, who will have direct student contact on more than 5 days in a school year, whether alone or with employees of the BOCES or school district. Prior to the date that such employee commences work, Contractor shall notify the BOCES and, at no additional cost to the BOCES, shall ensure that such employees submit requests for clearance and receive required clearance from SED. Contractor shall direct such employees to identify BOCES as eligible to receive notice of clearance from SED. Additionally, the Contractor shall immediately remove, from providing service to the BOCES or a school district, any individual subject to fingerprinting clearance who has been arrested and charged with a felony in any jurisdiction.

For additional information, vendors should consult: https://www.nysed.gov/educator-integrity/fingerprinting

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA COUNTIES
900 WATERVLIET SHAKER ROAD
ALBANY, NY 12205

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **School Improvement Work: Educational Consulting, Strategic Planning, And Professional Learning**
RFP Number: **27-019**

THIS PROPOSAL IS SUBMITTED TO:

Lori Catucci, Purchasing Agent
Capital Region BOCES
900 Watervliet-Shaker Road
Albany, NY 12205

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Request for Proposals. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit any other documents required by the Contract Documents within fifteen days after the date of BOCES' Notice of Award.

3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

   (a) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

   (b) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)

5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following Exhibits are attached to and made a condition of this Bid:

A-1 Proposal Acknowledgment Form
A-2 Non-Collusion Affidavit
A-3 Iran Divestment Act of 2012 Certification
A-4 Bidder's Statement on Sexual Harassment
A-5 Insurance Affidavit
A-6 Addenda Acknowledgment
A-7 Data Privacy Questionnaire

7. Communication concerning this Proposal shall be addressed to:

_____

_____

_____

Phone: _____

8. If your firm holds a New York State certification in any of the following designations, please indicate so below :

_____ Minority Business Enterprise (MBE)

_____ Women's Business Enterprise (WBE)

_____ Small Disadvantaged Veteran-Owned Business (SDVOB)

CAPITAL REGION BOCES

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **School Improvement Work: Educational Consulting, Strategic Planning, And Professional Learning**
RFP Number: **27-019**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

EXHIBIT A-1 PROPOSAL ACKNOWLEDGMENT FORM

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

The Proposer also acknowledges that should this proposal be accepted by the BOCES, such action shall constitute a legally binding agreement and therefore, be subject to all the terms and condition of the RFP documents.

Proposer further acknowledges that he/she will contract with the BOCES and comply with the requirements of the RFP.

Company Name of Proposer: _____

Business Address of Proposer: _____

_____

Business Phone Number: _____

E-Mail Address: _____

Business is legally designated as:

□ Sole Proprietorship □ Partnership □ Corporation □ Limited Liability Corp.

Authorized Agent: _____
(Printed)

Authorizing Signature: _____

Date: _____

SUBSCRIBED AND SWORN to before me by the above name on this

Day of _____, 20___.

_____
Notary Public in and for the

State of _____.

EXHIBIT A-2 **NON-COLLUSION AFFIDAVIT**

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

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid each party thereto certifies as to his own organization, under penalty of perjury that to the best of his knowledge and belief:

A. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;

B. Unless otherwise required by law, the prices which have been offered in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly to any other bidder or to any competitor; and,

C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Company Name of Bidder: _____

Address: _____

Authorized Agent: _____

Title: _____ **Signature:** _____

Notary:

BEFORE ME, on this day personally appeared _____ to me known, who being by me duly sworn, did depose and say that he/she is the person described in the foregoing and is the duly authorized officer of/agent for _____ and has been duly authorized to execute the foregoing on behalf of the said.

SUBSCRIBED AND SWORN to before me by the above name on this

Day of _____, 20___.

_____

Notary Public in and for the

State of _____.

EXHIBIT A-3 IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

The Iran Divestment Act of 2012 (Act), is codified in State Finance Law (section 165-a) and General Municipal Law (section 103-g). The Act prohibits political subdivisions, including school districts and BOCES, from considering any person or entity engaging in investment activities in the energy sector in Iran as a responsible bidder or proposer. Attached is the link to the Prohibited Entities list on the OGS website: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to State Finance Law (section 165-a). In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made.

The Board of Education may, but is not required to, award to a bidder or proposer who cannot make the certification if:

- The investment activities in Iran predate the effective date of this law (April 12, 2012), have not been expended or renewed since, and the bidder or proposer has adopted, publicized, and is implementing a formal plan to cease such activities and refrain from any new investments in Iran.

- The Board of Education determines that the goods or services provided by the bidder or proposer are necessary to its functions, and without an exemption it would be unable to obtain the goods or services.

By submission of this bid or proposal, the bidder or proposer and each person signing on behalf of any bidder or proposer certifies, under penalty of perjury, that to the best of its knowledge and belief, that the bidder or proposer is not on the list created pursuant to State Finance Law.

Company Name of Bidder: _____

Address: _____

Authorized Agent: _____

Title: _____ **Signature:** _____

SUBSCRIBED AND SWORN to before me by the above name on this

Day of _____, 20___.

_____

Notary Public in and for the

State of _____.

EXHIBIT A-4 BIDDER'S STATEMENT ON SEXUAL HARASSMENT IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-l

In accordance with State Finance Law §139-l, which generally prohibits the BOCES from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Company Name of Bidder: _____

Address: _____

Authorized Agent: _____

Title: _____ **Signature:** _____

SUBSCRIBED AND SWORN to before me by the above name on this

Day of _____, 20___.

_____

Notary Public in and for the

State of _____.

EXHIBIT A-5 INSURANCE REQUIREMENT AFFIDAVIT

To be completed by <u>appropriate insurance agent</u>:

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified bidder. If the below identified bidder is awarded this contract by BOCES, I will be able, within ten (10) days after bidder is notified of such award, to furnish a valid insurance certificate to the BOCES meeting all of the requirements contained in the bid document including naming the Albany-Schoharie-Schenectady-Saratoga BOCES as Additional Insured.

Agent: _____
Signature **Agent**

Name of Insurance Carriers: _____

Address of Agency: _____

_____

Phone Number Where Agent May Be Contacted: _____

Bidder's Name (Print or Type) _____

SUBSCRIBED AND SWORN to before me by the above name on this

Day of _____, 20___.

_____
Notary Public in and for the

State of _____.

*****SUBMISSION OF THIS FORM IS NOT REQUIRED IF BIDDER PROVIDES, WITH THE BID SUBMISSION, A VALID AND CURRENT CERTIFICATE OF INSURANCE DETAILING ITS INSURANCE COVERAGE IN THE TYPES AND AMOUNTS AS REQUIRED BY THE REQUEST FOR BIDS. *****

EXHIBIT A-6 **ADDENDA ACKNOWLEDGMENT**

The bidder acknowledges the acceptance of all addenda listed below as issued by the BOCES purchasing office. In the event that no addenda have been issued in accordance with this bid document, bidder shall indicate it with the notation of N/A.

The bidder further acknowledges the inclusion of said addenda to the original bid documents and therefore binding in the agreement of the bidder with the BOCES.

Addenda Number	Date Received	Authorized Signature

EXHIBIT A-7 **DATA PRIVACY QUESTIONNAIRE**

1. In connection with the services contemplated by this Request for Bids/Proposals, will you collect, process, manage, store or analyze student personally identifiable information (PII) or confidential teacher or principal data? Check below as appropriate:

   ☐ **Yes**

   ☐ **No**

   If you answered "Yes" to #1, you will be required to complete a Data Privacy Agreement and NIST review questionnaire during the risk review and contract review process.

2. If you answered "No" to #1, complete and sign the section below:

"I, the undersigned agent, certify that _____ (bidder/proposer name), will not collect, process, manage, store or analyze student PII, or confidential teacher or principal data.

Authorized Agent:

Name: _____
(Printed)

Title: _____
(Printed)

By: _____
(Signature)

EXHIBIT B-1 SAMPLE VENDOR AGREEMENT

AGREEMENT

THIS AGREEMENT, effective on the date last executed by the parties hereto ("Effective Date"), and between the **ALBANY SCHOARIE SCHENECTADY SARATOGA BOCES**, having its principal office at 900 Watervliet-Shaker Road, Albany, New York, 12205, hereinafter referred to as the "**BOCES**" and _____having her principal office at _____, hereinafter referred to as the "**Vendor"**.

NOW, THEREFORE, and in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

Section 1. TERM

The term of this Agreement shall commence on the date of execution and shall end *[choose one]*

Specific date [if the date is beyond one school year, there must be language allowing BOCES to terminate the agreement without cause upon notice].
Upon completion of the services herein
Upon __days notices by either party.

Include if applicable:

The initial term of this Agreement may be extended by mutual consent of the parties for up to __ additional one-year terms.

[OR]

Upon expiration of the initial term, this Agreement shall automatically renew for one-year terms unless at least sixty (60) days prior to the expiration of the initial, or any renewed, term either party notifies the other of its intent to terminate this Agreement.

Section 2. SCOPE OF SERVICES

[Describe services or attached as appendix].

Section 3. FEE

[Add fee or attached schedule as appendix]

Travel and all other expenses shall be the Vendor's sole responsibility.

The Vendor shall prepare and submit a detailed invoice to the BOCES for services performed. The BOCES's obligation to pay for services shall be limited to the actual work performed hereunder which may be less than, but may not exceed the funds encumbered by the BOCES.

All invoices must be submitted to the BOCES's Accounts Payable Department.

Section 4. WORK PRODUCT

All materials produced by the Vendor and delivered to the BOCES under this Agreement shall become and remain the property of the BOCES for all purposes (including copyright). The BOCES shall have the right to modify any work product of the Vendor other than factual or statistical information or analyses, or opinions or recommendations.

Section 5. EQUIPMENT, MATERIALS AND SUPPLIES

Unless specified elsewhere in this Agreement, all equipment, materials and supplies necessary to perform the services required by this Agreement shall be furnished by the Vendor at its own expense.

Section 6. CONFIDENTIALITY

The Vendor acknowledges and agrees that, in the course of providing services to the BOCES, the Vendor may obtain confidential information and records about the BOCES, including, but not limited to, information about students, employees, BOCES practices and procedures and financial information. The Vendor agrees that it shall comply with all applicable laws, including, but not limited to, the Family Education Rights and Privacy Act ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), the New York State Education Law, Education Law § 2-d and the Health Insurance Portability and Accountability Act ("HIPAA"). The Vendor further agrees to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement. The Vendor agrees that, to the extent required by law, it shall provide the BOCES with a Data Privacy Plan and agree to the BOCES Parents' Bill of Rights.

Section 7. FINGERPRINTING

Fingerprinting clearance is required by the New York State Department of Education (SED) for all Vendor's employees and subcontractors providing services pursuant to this Agreement, who will have direct student contact on more than 5 days in a school year, whether alone or with employees of the BOCES or school district.

If applicable, the Vendor, its employees/subcontractors providing services under this Agreement, who will have direct student contact, whether alone or with employees of the BOCES, shall obtain fingerprinting clearance, as required by SED, and submit a list of all employees/subcontractors who will be providing services to the BOCES under this Agreement, and proof to the BOCES of such fingerprinting clearance, prior to the commencement of services. The Vendor shall not permit any individual who has not satisfied these requirements to provide any services under this Agreement. The BOCES may, in its sole discretion, terminate this Agreement where the Vendor has failed to meet the requirements of this Paragraph. The Vendor shall make no demand for, nor be entitled to receive, any additional compensation of any kind for any and all fees and costs for fingerprinting clearance procedures. The Vendor shall immediately notify the BOCES in a manner consistent with this Agreement if any individual subject to fingerprinting clearance has been arrested and/or charged with a felony or misdemeanor in any jurisdiction.

Section 8. TERMINATION

Either party may terminate this Agreement for cause upon thirty (30) days advance written notice.

Section 9. RIGHT TO CURE

In the event Vendor defaults in the performance of this Agreement in whole, or in part, the BOCES may take over the work to be performed and complete the same by contract or otherwise, and the Vendor shall be liable to the BOCES for any excess cost occasioned thereby. The total fee payable to the Vendor under this Agreement, upon such termination, shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the BOCES bears to the value of the work contemplated by this Agreement.

Section 10. AUTHORIZED AGENTS

A. The BOCES designates:

Bethany A. Centrone, General Counsel
Capital Region BOCES
900 Watervliet-Shaker Road
Albany, New York 12205

B. The Vendor designates:

as the Authorized Agent of the BOCES and the Vendor for exchange of all notices pursuant to this Agreement.

Section 11. STATUS AS INDEPENDENT CONTRACTOR

The Vendor represents and warrants that it is an independent contractor and shall neither hold itself out as, nor claim to be, an officer or employee of the BOCES, and further shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the BOCES. The Vendor shall not use the name "Capital Region BOCES" or "Albany Schoharie Schenectady Saratoga BOCES" or the logo of the BOCES on letterhead, business card, or on any promotional material.

Section 12. TAX

As the BOCES is exempt from paying excise or sales taxes of any jurisdiction, the BOCES will not accept or pay any invoices or vouchers for such taxes. BOCES will provide Vendor with Internal Revenue Service FORM 1099 as required by law. Vendor agrees that it is responsible for the payment of any taxes due as a result of any payment made pursuant to this Agreement, including but not limited to any and all state and federal employment or self-employment related taxes for Vendor or its employees.

Section 13. EQUAL EMPLOYMENT OPPORTUNITY

The Vendor agrees that it will not discriminate against its employees (if any) with respect to terms and conditions of employment because of race, color, religion, gender, age, disability, national origin, sexual orientation, or marital or veteran status, in violation of any federal or state Civil Rights Acts or the Americans with Disabilities Act. The Vendor also agrees to make a good faith effort to employ minority group persons and females in the hiring of employees for performance of services under this Agreement.

Section 14. WORKERS' COMPENSATION

The Vendor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the State of the Vendor's residence, whichever may apply. The Vendor shall provide proof acceptable to the BOCES, duly subscribed by an insurance carrier that such Workers' Compensation coverage has been secured or provide a Certificate of Attestation of Exemption, Form CE-200, from the New York State Worker's Compensation Board.
(http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

Section 15. COMPLIANCE WITH ALL LAWS

The Vendor agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions during such performance of the services required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein.

Section 16. GENERAL LIABILITY INSURANCE

The Vendor shall provide proof of General Liability Insurance, acceptable to the BOCES, duly subscribed by an insurance carrier, naming the BOCES as an additional insured, in the following amounts required by the BOCES:

- $1,000,000 - Per Occurrence
- $2,000,000 - Aggregate

Section 17. VENDOR'S LIABILITY

The Vendor hereby agrees to defend and indemnify the BOCES against any and all claims, suits and liability, including attorney fees, which the BOCES may incur in consequences of the intentional wrongful act or negligent act or omission of the Vendor, or its officers,

employees, subcontractors, agents, volunteers, or representatives. If a claim or suit is brought against the BOCES for which the Vendor may be responsible, in whole or in part, then the Vendor shall be notified and shall handle or participate in the handling of the defense of such matter.

Section 18. AUDIT

The Vendor shall provide to BOCES, immediately upon BOCES's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes, disks, or other electronic media, pertinent to performance of the services under this Agreement up to three (3) years after termination of agreement without cost to the BOCES.

Section 19. PROHIBITION AGAINST ASSIGNMENT/SUBCONTRACTING

The Vendor shall be prohibited from assigning, transferring, conveying, or otherwise disposing of this Agreement or any of its contents, or its right, title or interest therein, or of its power to perform the services required by this Agreement to any other person or corporation without the previous consent, in writing, of the BOCES.

Vendor shall not enter into subcontracts for the performance of the services herein unless such subcontractors and subcontract fees or charges are approved by BOCES before the services are completed. If the Vendor enters into subcontracts for the performance of services pursuant to this Agreement, the Vendor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of BOCES under this Agreement. Neither the existence of a subcontract nor its terms shall impair, avoid, remove, or change the responsibilities of Vendor under this Agreement. No contractual relationship shall be deemed to exist between the subcontractor and BOCES.

Section 20. CONTRACT SUBJECT TO NEW YORK STATE RETIREMENT SYSTEM APPROVAL/CONTRACT DEEMED EXECUTORY

If the Vendor, or any individual working for the Vendor under this Agreement, is a retiree of the BOCES or other New York State public employer, this Agreement shall be contingent upon approval by the applicable New York State Retirement System. Should the applicable New York State Retirement System approval not be obtained, this Agreement shall be null and void. This Agreement shall be deemed executory only to the extent of funds appropriated by the BOCES, and available for the purpose of this Agreement, and no liability on account thereof shall be incurred by the BOCES beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the part of the BOCES to request, appropriate or make additional funds available for the purpose of this Agreement.

Section 21. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiates, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by the parties.

Section 22. **NON-WAIVER**

In the event that the terms and conditions of this Agreement are not strictly enforced by the BOCES, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the BOCES from enforcing each and every term of this Agreement thereafter.

Section 23. **SEVERABILITY**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 24. **LAW**

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Albany, State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year last written below.

BY: _____

DATE: _____

Albany Schoharie Schenectady Saratoga BOCES

BY: _____

DATE: _____