

Capital Region BOCES
Board of Cooperative Educational Services
Request for Review of Vendor Contracts

Month of request for placement on Board Agenda _____
Board Agenda Date (if different) _____

Name of Vendor (Full Legal Name): _____

Duration of Contract: _____

Extension Provisions (if any): _____

Services to be Provided: _____

(Purpose of agreement) _____

Sole Source Resolution Yes (attached) No Estimated Annual Dollar Value: _____

Standardization Yes (attached) No

Cooperative Bid Yes (attached) No

Division submitting contract: Sp. Ed. CTE RIC SSS Admin Adult/Continuing Ed

Review:

1. Technical Review (Division): Meets technical requirement Needs further work

Is this a new contract? Y__ N__

Renewal of an existing contract? Y__ N__ Date original contract Board approved _____

Is the contract part of a bid? Y__ N__

Vendor requests Certificate of Insurance? Y__ N__ (specifics attached)

Vendor will provide Certificate of Insurance? Y__ N__

Comments: See attached e-mail _____

Division Director: _____ Date: _____

2. Purchasing Review: Meets GML Standards & 3019 Requirements Needs further work

In accordance with bid award Not applicable to procurement regs.

Comments: _____

Billie Burgamy: _____ Date: _____

3. Legal Review: Legally sufficient Needs further work

Comments: _____

Ferrara, Fiorenza, Larrison, Barrett & Reitz, P.C. Date: _____

4. Administration Review: Administratively sufficient Needs further work

Comments: _____

Mark Jones: _____ Date: _____

A. **Basic elements to review:**

- Legal Name's/Addresses Dates
- Dollar Amount Payment Timeline
- Certificate of Insurance
- Is there a non-appropriation clause, where applicable?
- Service to be provided is "stated clearly"?
- Termination language-concise and appropriate for BOCES?

B. **Disposition timeline if returned for further work:**

Date returned to division by: Director__ / Purchasing__ / Legal/Admin__ _____ _____
Date Initials

Date returned to division by: Director__ / Purchasing__ / Legal/Admin__ _____ _____
Date Initials

C. **Sample language for Agenda:**

Recommend approval of an agreement between the Albany-Schoharie-Schenectady-Saratoga BOCES and _____ (legal name of vendor), _____ (address of vendor), _____ (city/state/zip). _____ (name of vendor or BOCES) will provide (be specific) _____.

_____ (vendor or BOCES) will pay \$ _____. The contract period is _____ through _____.

D. **Clerk of the Board shall send executed agreement, after Board approval, to:**

Name _____
Title _____
Company/Vendor _____
Address _____
City/State/Zip _____

cc: Division Director
_____ (name of program employee dealing with company/vendor)



Consultant Agreement

This Agreement made between _____ (**Consultant**) with principal offices at _____ (address), and the Board of Cooperative Educational Services of Albany-Schoharie-Schenectady-Saratoga Counties (**BOCES**) with principal offices at 1031 Watervliet-Shaker Road, Albany, New York 12205.

WHEREAS, **BOCES** desires to obtain certain services and work to be performed by **Consultant** as described in "Appendix A--Scope of Work", and

WHEREAS, **Consultant** appears to have the necessary qualifications and experience and agrees to perform the work;

THEREFORE, it is agreed as follows:

1. **TERM.** The term of this agreement shall begin on the date it is executed by both parties and shall end on _____ (date). All of the work to be performed by **Consultant** shall be completed, approved and accepted on or before the date on which this agreement ends.
2. **SCOPE OF WORK.** **Consultant** shall perform the work as described in "Appendix A" attached hereto. Change orders shall be in writing, state the cost to **BOCES**, and be signed by both parties. See "Appendix A".
3. **PERFORMANCE OF WORK.** **Consultant** shall begin performance of the work on _____ (date) and complete all work on or about _____ (date). **Consultant** shall furnish all materials, equipment, supplies, personnel and other resources necessary to perform the work. The work shall be deemed completed when, in the judgement of **BOCES**, it has been approved as being in compliance with all aspects of the Scope of Work and has been accepted by **BOCES**.
4. **INTELLECTUAL PROPERTY.** All intellectual property produced in the performance of the work, including material which is or could be subject to a copyright, trademark or patent, shall be the exclusive property of **BOCES**.
5. **FEE.** **BOCES** shall pay **Consultant** the fee set forth in "Appendix B" for performing the work as set out in "Appendix A" attached hereto. Payment shall be made upon the satisfactory completion, approval and acceptance of the work and submission of an invoice on a monthly basis and other documentation required by **BOCES**. Such fee shall not be subject to modification based on the number of hours devoted by **Consultant** to the project. Such fee may be modified due to a change in the Scope of Work in "Appendix A" through the written, mutual consent of the parties.
6. **CONTINGENCY.** Obligation of **BOCES** to pay the money stipulated in "Appendix B" to **Consultant** is contingent upon the appropriation and availability of funds for the work to be performed pursuant to this Agreement.

7. **INSURANCE.** During the term of this Agreement, **Consultant** shall maintain a policy of public liability and property damage insurance, including contractual coverage, on an occurrence basis, in which **BOCES** is named as an additional insured. The policy shall be non-cancelable without ten (10) days prior written notice to **BOCES**. The minimum limits of coverage of such shall be one million dollars (\$1,000,000) for injury or death, per person or per incident, and one million dollars (\$1,000,000) with respect to property damage. A duplicate original of such insurance policy or a certificate of insurance shall be delivered to **BOCES** before any work commences.
8. **INDEPENDENT CONTRACTOR.** **Consultant** is an independent contractor and shall not be considered an employee of **BOCES** for any purpose. As such, **Consultant** is solely responsible for scheduling, directing and completing the work and for furnishing all equipment, materials, supplies, personnel, and other resources necessary to perform the work. Under no circumstances will **Consultant** be eligible or allowed to receive or participate in any benefit available to **BOCES** employees. **BOCES** will furnish **Consultant** with an Internal Revenue Service Form 1099 and **Consultant** will be responsible to file such returns and reports and to pay such taxes or other charges as may be associated with the fee paid to **Consultant** pursuant to this Agreement.
9. **INDEMNIFICATION.** **Consultant** agrees to indemnify and hold **BOCES** harmless from any and all liability, claims, causes of action, damages and expenses, other than payment of the fee and reimbursement of expenses provided for herein, which may arise out of the services to be rendered by **Consultant** pursuant to this agreement.
10. **NON DISCRIMINATION.** **Consultant** shall not illegally discriminate on the basis of race, religion, color, ethnic background, gender, age, handicapping condition, sexual orientation or any other basis which is protected by federal, state or local laws in the employment of staff or in contracting with vendors, suppliers or sub-contractors in the performance of the work.
11. **TERMINATION.** Upon the breach of any of the terms of this Agreement by **Consultant** and the failure to cure the breach within ten (10) days after written notice, **BOCES** may terminate this agreement and all of its obligations to **Consultant**. **BOCES** may terminate this Agreement without notice for breach of good faith, confidentiality or the provisions in paragraph 14. below.
12. **PAYMENT.** Payment for the services and work provided pursuant to this Agreement is dependent upon the satisfactory completion of the work, faithful compliance with the terms and conditions of the Agreement, and acceptance of the work by **BOCES**. Submission of a monthly invoice by **Consultant** along with requisite documentation describing, with particularity, the work performed and its acceptance by **BOCES** is a condition precedent to payment pursuant to “*Appendix B*”, under the terms of the Agreement.
13. **EDUCATIONAL CONSULTANTS.** All shared follow-up activities allowed by Co-Ser guidelines must take place within 12 months of the shared activity and must address the same topic as the shared activity. Unshared follow-up activities shall be subject to the same terms and conditions, as well as fee and charges limitations as set forth in this Agreement.
14. **ASSIGNABILITY.** **Consultant** shall not assign or transfer this Agreement, or any part thereof, or any interest therein, without first receiving written approval from **BOCES**.

15. RENEWAL. The parties may extend this Agreement by contract amendment executed within sixty (60) days before the date of termination, in the form attached as "Appendix C".

16. MISCELLANEOUS.

- a. **Consultant** shall not make any representations or commitments on behalf of **BOCES**.
- b. **Consultant** shall comply with all federal, state and local laws, rules and regulations that apply to the performance of the work.
- c. **Consultant** represents that it and its personnel possess all of the licenses, certifications and permits necessary to perform the work. **Consultant** also represents that it and its personnel are fully qualified by training and experience to perform the work.
- d. **Consultant** represents that neither **Consultant** nor any of **Consultant**'s employees or agents who will perform any of the work has ever been convicted of a felony.
- e. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of New York, disputes shall be venued in a court of competent jurisdiction in Albany County, New York, and the parties hereby consent to personal jurisdiction in any such court.
- f. This written Agreement contains the entire agreement between the parties. There are no other agreements or understandings concerning the terms of this Agreement.
- g. No modification or amendments of this Agreement or any of its terms, nor any waiver of any term of this agreement shall be valid unless it is in writing and signed by the appropriate party.
- h. This Agreement shall be binding upon and inure to benefit the executors, administrators, heirs, successors and assigns of the respective parties.

IN WITNESS WHEREOF the parties have hereunto set their names.

Date _____

Consultant - Signature

Typed/Printed Name & Title

*Albany-Schoharie-Schenectady-Saratoga
Board of Cooperative Educational Services*

Date _____

By _____
Board Authorized Signature

Appendix A
Scope of Work

Appendix B
Fees and Expenses

Appendix C

AMENDMENT

Amendment to an Agreement dated _____, 20____ by and between _____
_____ (**Consultant**) with principal offices at _____
_____, and the Board of Cooperative
Educational Services of Albany-Schoharie-Schenectady-Saratoga Counties (**BOCES**) with principal
offices at 1031 Watervliet-Shaker Road, Albany, New York 12205.

Whereas, the parties wish to extend the term of the above referenced Agreement for an additional one
year term, pursuant to the terms and conditions of the Agreement as modified below;

Now, therefore, the parties agree as follows:

1. The term of the Agreement is extended from _____ to _____
_____.

2. The Appendices are Amended as follows:

Appendix A: Scope of Work

_____.

Appendix B: Fees and Expenses

_____.

3. Except as modified by Sections 1 and 2 above, all of the terms and conditions of the
Agreement shall apply during the extended term of the contract.

The parties' consent to this Amendment is indicated by their signatures below:

Consultant:

BOCES:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____