Lauren Leone, CPPB, Purchasing Agent, 632 South Bedford Road, Bedford, NY 10506
Ph: 914-241-6194 E-Mail: lleone2550@bcsdny.org

REQUEST FOR PROPOSALS

RFP #26-27-R02

Architectural and Engineering Services

DUE: Monday, November 23, 2026 by 12:00 PM

Return to:
Lauren Leone, CPPB
Purchasing Agent
Bedford Central School District
632 South Bedford Rd
Bedford, NY 10506

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DATE OF OPENING: Monday, November 23, 2026 **TIME: 12:00 PM**

I. INTRODUCTION & GENERAL INFORMATION

The Board of Education of the Bedford Central School District ("the District") is seeking proposals from established architectural and engineering firms for services in conjunction with District future projects both large and small.

II. SCOPE OF SERVICES

The District is currently soliciting Proposals for as Architectural and Engineering for future projects. The selected architect and engineering firm will work closely with the District's Construction Manager on many of the future projects. General services shall include, but will not be limited to:

- Design plans and specifications at the most reasonable cost to the District, in accordance with the recommendations of the Board of Education, which will meet the District's needs in terms of approved work to be completed.
- Perform Building Condition Surveys
- Collaborate with District Administrators in developing a 5-year plan
- Collaborate with the District Administrators to develop a Master Plan
- Make formal presentations to the Board of Education and various other groups (including, but not limited to, District staff, parents, students, and the general public) as required.
- Provide estimated and actual costs based on the categories of expenditure required by the New York State Education Department on an ongoing basis throughout future projects, until the last contractor has received final payment.
- Provide complete and accurate architectural and engineering services as required for the execution of future projects and issuance of any and all required Building Permits, as well as Certificates of Occupancy, by the State Education Department.
- Prepare Preliminary Plans in accordance with Section 155 of the Regulations of the Commissioner of Education as well as other documents required for Preliminary Approval by the State Education Department.
- Review all contractor submissions, samples, project data, shop drawings, etc.

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- Visit the work site of any future projects at least once a week for construction phases and "as needed" for design phases.

- Review all potential contractor change orders/time extensions.

- Assure that the project will be completed on a timely basis, meeting any and all deadlines established by the District or State Education Department.

- Review all contractor payment applications.

- Keep the total cost of the project within the budget approved by the voters of the District. Apply value engineering strategies when required.

- Prepare Final Plans and Specifications along with other required documents for submission to the State Education Department to obtain Building Permits.

- Provide a complete description of construction administration, which will be provided along with the total fee to be charged for these particular services.

- Submit a Certificate of Substantial Completion to the District and to the State Education Department at the appropriate time.

- Simultaneously submit to the Assistant Superintendent for Business all documents sent to the State Education Department, or a written notice clearly describing such documents.

- At the close of the project, submit a breakdown of the actual costs incurred in the same format as required by the State Education Department for submission of the Final Building Project Report (also referred to as the "Final Cost Report").

III. THE SELECTION PROCESS

A. Timetable

The District is expected to undertake the selection process according to the following schedule:

11/4/2026	Release Date for RFP
11/13/2026	Confirmation of Participation Due
11/13/2026	RFP Questions Due
11/16/2026	RFP Answers Distributed via Addendum
11/23/2026	RFP Due Date
11/30-12/3/2026	RFP Review Period and Interviews of selected Firms
12/9/2026	Decision and Award
12/10/2026	Contract Start Date

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B. Proposal Evaluation Criteria:

Proposals will be evaluated on the basis of the following criteria:

1. **Experience and Qualifications of the Proposer**: Consideration will be given to Proposers demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP and providing authoritative documentation of their financial soundness and stability. Similar experience will be understood to include, but not be limited to at least five (5) years' experience in the provision of architectural and engineering services on projects involving New York State District renovations, alterations and/or additions. Key personnel being proposed must have similar experience. **40%**

2. **Ability to Implement Project Promptly**: Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal in a prompt and efficient manner, including but not limited to having the required personnel available to implement and complete the project. **20%**

3. **Cost:** Cost is not the primary factor for award determination. **40%**

IV. RFP PROCEDURES

A. Information and Documents

Questions concerning the RFP and the procedures for responding should be directed to Lauren Leone at the Purchasing Office at lleone2551@bcsdny.org. Questions are due on or before Friday, November 13, 2026 and answers will be distributed via addendum on or before Monday. November 16, 2026.

B. Submission of Proposals

Respondents should submit one (1) original and one (1) copy of their proposal as well as one (1) flash drive of the complete submitted proposal in a sealed envelope. Proposals must be received no later than Monday, November 23, 2026 by 12:00 PM Proposals must be addressed to:

Lauren Leone, CPPB
Purchasing Agent
Bedford Central School District
632 South Bedford Rd
Bedford, NY 10506

To prevent opening by unauthorized individuals, your proposal shall be clearly identified on the front of the envelope as follows:

"RFP #26-27-R02: Architectural and Engineering Services"
With the company name, due date and time.

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C. Modification or Withdrawal of Proposals

Any proposal may be withdrawn or modified by written request of the Proposer, provided that such request is received by the Purchasing Agent at the above address prior to the date and time set for receipt of proposals.

D. Right to Reject Proposals

This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The District intends to award a contract on the basis of the best interest and advantage to the District, and reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the District to do so. The District may select as the successful proposer that proposal which, in the District's sole discretion and with whatever modifications the District and the proposer may mutually agree upon, best meets the District's requirements whether that proposal is the lowest cost proposal. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the proposer that it selects as the successful vendor.

V. INSURANCE REQUIREMENTS

See *Appendix A*.

VI. INDEMNIFICATION

The successful Proposer shall defend, indemnify and save harmless the District, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

VII. TERMINATION CLAUSE

This agreement may be terminated upon written notice by the District at any time during the term of said agreement for any cause whatsoever with the fee due and owing the successful contractor to be prorated based on the period of time the agreement was in force and effect up to and including the termination date.

VIII. ADDITIONAL TERMS

1. The service provider and its staff shall comply with all applicable laws, rules, ordinances and regulations, and the regulations of the District and all directives issued by the District.

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2. No smoking or other tobacco use, consumption of alcoholic beverages, or use of illegal drugs will be permitted anywhere on School Grounds (including in vehicles on School Grounds).

3. At no time should video streaming of inappropriate materials/content by Firm's personnel occur while on District property.

4. The service provider shall comply with all Federal, State and Local regulations relating to certification and licensure, labor, including, but not limited to minimum wage, prevailing wage, working conditions, insurance and safety factors and child labor laws.

5. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:

    a. In the hiring of employees for the performance of this contract or any subcontractor hereunder, no service provider, subcontractor, nor any person acting on behalf of such service provider or sub-contractor shall by reason of race, creed, color, national origin or any other discriminatory classification, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
    b. No service provider, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed or national origin or any other discriminatory classification.
    c. There may be deducted from the amount payable to the service provider a penalty of one hundred dollars ($100) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
    d. This Contract may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.
    e. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.

6. The service provider shall comply with all provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with the same. The service provider shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the District, its agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

7. All employees of the service provider shall be deemed employees of the service provider for all purposes and the service provider alone shall be responsible for their work, personal conduct,

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direction, and compensation. The service provider acknowledges that it will not hold itself, its officers, employees and/or its agents out as employees of the District. The service provider is retained by the District for the purposes and to the extent set forth in this Contract and its relationship to the District during the term of this Contract shall be that of an independent contractor. The service provider and/or its employees shall not be considered as having employee status or as being entitled to participate in any plans, arrangements or benefits including, but not limited to, pensions, employee fringe benefits or similar benefits, granted by the District to its regular employees. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. The service provider and any person employed by or conducting business with the service provider shall not be a partner, employee, agent or joint venturer of the District.

8. IRAN DIVESTMENT ACT

By executing the Certification of Compliance contained herein, the service provider (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2013" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, service providers are advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the District receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity 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 and provided for by law, vile, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the service provider in default.

The District reserves the right to reject any proposal, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension 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.

IX. PROPOSAL FORMAT AND CONTENTS

Proposals must be submitted in the format outlined in this section. Each of the parts described and sections must be completed in full (except those sections described as optional). Each proposal will be

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reviewed to determine if it is complete prior to actual evaluation. The District reserves the right to eliminate from further consideration any proposal deemed to be non-responsive to the requests for information contained herein. Each of the parts and sections described below should begin on a separate page, and each page should state the name of the Proposer in the upper right-hand corner.

A. Proposer Background and Qualifications

Section A of the proposal must contain the following information about the proposer and any independent contractor with which the proposer intends to work on the project.

FORM I:	Confirmation of Participation
FORM II:	Proposer's Information Sheet
FORM III:	Form III should describe the make-up of the project team, and a detailed statement as to how the Proposer intends to meet the requirements of the agreement. Include a chart depicting the management structure envisioned for the project. Individual resumes for each of the individuals on the project team must be included in this section.
FORM IV:	Describe the prior relevant experience of the proposer and members of the project team, and independent contractors, if any. Attach additional pages if necessary.
FORM V:	Reference Sheet
FORM VI:	Cost Proposal Page
FORM VII:	Non-Collusive Bidding Certification
FORM VIII:	Hold Harmless
FORM IX:	Iran Divestment Certification
FORM X:	Form of Disclosure
FORM XI:	Agreement to Terms of Discussion

B. Financial Background Information

Section B of the RFP must contain detailed information concerning the financial background of the Proposer and any independent contractors to be engaged by the Proposer, including but not limited to financial statements, annual reports and the like covering the most recent fiscal year for the Proposer and for any independent contractor.

C. Cost Proposal Form (FORM VI)

The form of proposal must include an hourly fee for services performed by listed titles and any other title that the proposer may add.

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D. Miscellaneous

- The District reserves the right to reject any or all proposals or to waive any informalities or inconsequential requirements.
- Free form responses or marketing "boilerplate" will not be included for review or considered a part of this evaluation. Failure to provide all required information may result in rejection of your proposal.
- Once the RFP is advertised, the District considers it inappropriate and strongly discourages all firms/individuals from directly or indirectly contacting members of the Board of Education or its employees. Should such contact be necessary, a statement of disclosure, addressed to Lauren Leone, is strongly recommended.
- Proposals shall not be returned to the Proposers and once submitted, are the property of the District. The District may dispose of proposals in any way it sees fit.
- Expenses incurred in the preparation of qualifications and the response to the RFP shall be borne solely by the Proposers with the express understanding that the Proposers may not apply to the District for reimbursement for these expenses.
- Proposals must be accompanied by a cover letter signed by an officer empowered by the Proposer to sign such material and thereby accept responsibility for the material submitted. FAXED qualifications will not be accepted.
- Proposals submitted by facsimile or electronically will not be accepted.

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FORM I: CONFIRMATION OF PARTICIPATION

Bidder Company Name: _____

Contact Name: _____

Address: _____

_____

Phone: _____ Fax: _____

E-Mail: _____ Tax ID#: _____

_____ _____
Signature of Company Representative Date

The company/organization intends to submit a proposal for RFP #26-27-R02 _____

The company/organization will **NOT** be submitting a proposal for RFP #26-27-R02 but would like to remain on the vendor list for these services for the future. _____

Please complete and return this form to Lauren Leone no later than Friday, November 13, 2026

Via E-mail: lleone2551@bcsdny.org

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FORM II: FIRM INFORMATION

Firm Name: _____

Contact Name: _____

Address: _____

_____

Telephone: _____ **Fax:** _____

Cell Phone: _____ **E-Mail:** _____

References:

Name	Position/Relationship	Telephone
1.		
2.		
3.		

Other information that would be useful to the District:

_____

_____

_____

_____

_____

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FORM III: PROJECT TEAM

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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FORM IV:

Please insert information requested.

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FORM V: REFERENCE SHEET

REFERENCE #1:

Contact: _____

Address: _____

City: State: Zip: _____

Telephone: _____ Email: _____

Type of Work: _____ $ Amount of Project: _____

REFERENCE #2:

Contact: _____

Address: _____

City: State: Zip: _____

Telephone: _____ Email: _____

Type of Work: _____ $ Amount of Project: _____

REFERENCE #3:

Contact: _____

Address: _____

City: State: Zip: _____

Telephone: _____ Email: _____

Type of Work: _____ $ Amount of Project: _____

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FORM VI: COST PROPOSAL FORM

Please respond to both methods to be considered as a complete proposal.

Fee Method #1: Hourly Rates for projects on an "as needed basis"

Hourly fee to provide the services as outlined in this RFP:

Principal	**$**_____
Senior Architect	**$**_____
Architect	**$**_____
Draftsperson	**$**_____
Draft Technician	**$**_____
Other (Identify)_____	**$**_____
Other (Identify)_____	**$**_____

Fee Method #2: Percentage Fee based on total projected construction costs for project:

$0-$500,000.00	**%**_____
$500,001.00-$10,000,000.00	**%**_____
$10,000,001.00-$20,000,000.00	**%**_____
Over $20,000,001.00	**%**_____

_____
(Signature of Proposer)

_____
(Print Name)

_____
(Date)

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FORM VII: NON-COLLUSIVE BIDDING CERTIFICATION

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

(a) 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 to the best of its knowledge and belief:

l. The prices in 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;

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

3. 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.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid 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 to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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FORM VII: NON-COLLUSIVE BIDDING CERTIFICATION (cont.)

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication 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 of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

CORPORATE SEAL [if bidder is a corporation]	BIDDER COMPANY NAME: ADDRESS: PHONE #: FAX #:

Authorized Signature
(Sign) _____

(Name & Title of Signer) _____

SWORN to before me this_____ day of _____, 202_____

_____
(Notary public)

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FORM VIII: HOLD HARMLESS

It is hereby agreed and understood that the proposer agreed to hold harmless and indemnify the Bedford Central School District and its Board of Education and any officer, agent, servant or employee from the Bedford Central School District, from any lawsuit, action, proceeding, liability, judgement, claim or demand which may arise out of:

A. Any injury (including death) to person or property sustained by the proposer, its agents, servants or employees or any person, firm or corporation employed directly or indirectly by them upon or in connection with their performance under the contract however caused.
B. Any injury (including death) to person or property sustained by any person, firm or corporation, caused by any act, default, error, omission of the contractor, its agents, servants, or employees or any person, firm, corporation, directly or indirectly employed by them or in connection with performance under the contract.

The assumption or indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor art his own expense and risk shall defend any such legal proceedings that may be brought against the Bedford Central School District, its Board of Education, or any office, agent, servant, or employee of the Bedford Central School District any claim or demand, and shall satisfy any judgement that may be rendered against the Bedford Central School District, its Board of Education, or any officer, agent, servant or employee of the Bedford Central School District.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgement, claim or demand of name or nature, notwithstanding that contractor may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgement, monetary or otherwise, as same may relate to the personnel and services provided by the contractor.

By: _____
Authorized Signature

_____
Name

_____
Title/Corporation

SWORN to before me this_____ day of _____, 202_____

_____
(Notary public)

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FORM IX: CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), 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 bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time 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 Bidder/Contractor is in violation of the above-referenced certification, the District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased 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 Bidder/Contractor in default. The District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

_____
SIGNED

SWORN to before me this_____ day of _____, 202_____

_____
(Notary public)

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FORM X: FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

Name	Title
_____	_____
_____	_____
_____	_____

1. Does any Bedford Central School District Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm?_____ If yes, set forth the basis upon which a financial interest exists in the firm:

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with the Bedford Central School District?_____ If yes, please describe transaction(s):

3. Does any direct relative of a member of the Board , administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling)._____ If yes, set forth below the Bedford Central School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Firm: _____

Signature: _____

Print Name:_____

Title:_____ Date:_____

Lauren Leone, CPPB, Purchasing Agent, 632 South Bedford Road, Bedford, NY 10506
Ph: 914-241-6194 E-Mail: lleone2550@bcsdny.org

FORM XI: AGREEMENT TO TERMS OF DISCUSSION

The District's receipt or discussion of any information submitted in response to the District's RFP, including information submitted during discussions after said submittal (including ideas, models, drawings or other material communicated or exhibited by us or on the District's behalf) will not impose any obligations whatsoever on the District or entitle us to any compensation, except to the extent specifically provided in such written agreement, if any, as may be entered into between the District and the firm. Any such information given, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this agreement, whether made as part of or in connection with any information received from us in any fashion, shall be null and void and of no effect. This letter is not intended, however, to grant the District the right to use any matter which is the subject of valid letters patent.

The foregoing applies to any information whether or not given at the invitation of the District.

_____
Officer of Company (Signature)

_____
Date

_____ _____
Title Telephone Number

_____ _____
Company Email Address

_____

_____
Physical Address

Lauren Leone, CPPB, Purchasing Agent, 632 South Bedford Road, Bedford, NY 10506
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APPENDIX A – INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability Insurance.

2. The policy naming the District as an Additional Insured shall:

   a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.

   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 for all coverages 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. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.

3. a. The certificate of insurance must describe the services provided by the professional consultants that are covered by the liability policies.

   b. At the District's' request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.

4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.

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5. Minimum Required Insurance:

a. Commercial General Liability Insurance:

$1,000,000 per Occurrence/ $2,000,000 Aggregate
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$100,000 Fire Damage
$10,000 Medical Expense

b. Automobile Liability:

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

c. Workers' Compensation and NYS Disability Insurance:

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

d. Professional Errors and Omissions Insurance:

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

e. Umbrella/Excess Insurance:

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

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