



# Corrections and Community Supervision

## INVITATION FOR BIDS (IFB) 2023-09

Hearing Reporter and Emergency Transcription Services

August 23, 2023 (Release Date)

# Notice to Bidders

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1. Read the entire IFB document. Note the key issues such as event dates, mandatory requirements, and proposal packaging requirements.
2. Complete the page entitled **COVER SHEET** and send back with your bid to the address provided in Section 2.5: Instructions for Bid Submission. If you are unable to bid on this solicitation, complete the Cover Sheet page, check the box entitled unable to bid, state a reason then email to [DOCCScontracts@doccs.ny.gov](mailto:DOCCScontracts@doccs.ny.gov), please indicate IFB 2023-09 in the subject line.
3. The successful Bidder must be able to service all counties in each catchment area(s) that are bid on.
4. The successful Bidder must be able to provide in-person reporting services where required.
5. Bidders are permitted to communicate with the designated contacts **only**. Note the names and contact information for these contacts (Section 1.2: Designated Contact).
6. Any amendments, addendums, clarifications, responses to questions, and updates to this IFB will be posted on the NYS Contract Reporter (NYSCR) (<https://www.nyscr.ny.gov/>) and the DOCCS Agency website, (<https://doccs.ny.gov/procurement-opportunities> ) select Procurement Opportunities.
7. Bidders' proposals must address all amendments, clarifications, or updates pertaining to this solicitation document.
8. Take full advantage of the Questions and Answers opportunities. All questions must be submitted in writing to the designated email address by the date and time specified in Section 1.4: Key Events and Dates.
9. Bidders' proposals must include a cover letter as outlined in Section 2.2.1: Cover Letter
10. Review the IFB document and your proposal (Attachment C – Cost Sheet). Make sure all requirements are addressed and all submission copies are identical and complete.
11. Complete and submit with your proposals all required forms in Attachment F – Legal Forms (and referenced throughout the IFB).
12. Package your proposals as instructed in Section 2.4: Packaging of IFB Response and Section 2.5: Instructions for Bid Submission.
13. Submit your proposals so that they are received by the designated due date and time (see Section 1.4: Key Events and Dates). The **Agency will not consider proposal submissions that arrive after the time specified on the due date.**

# INVITATION FOR BIDS (IFB) 2023-09

## Hearing Reporter and Emergency Transcription Services COVER SHEET

<b>BID OPENING:</b> DATE: August 23, 2023 TIME: 3:00PM EST	<b>TITLE:</b> Hearing Reporter and Emergency Transcription Services
<b>INVITATION FOR BIDS NUMBER:</b> IFB 2023-09	<b>SPECIFICATION REFERENCE:</b> As incorporated herein.
<b>CONTRACT PERIOD:</b> Five Years commencing January 1, 2024, or upon approval by the Office of the State Comptroller (OSC) whichever is later.	
<b>DESIGNATED CONTACTS – ADDRESS INQUIRIES IN WRITING TO:</b>	
<b>Primary Contact:</b> Darlene Weed <b>E-mail address:</b> <a href="mailto:DOCCScontracts@doccs.ny.gov">DOCCScontracts@doccs.ny.gov</a>	<b>Secondary Contact(s):</b> Joanne Hughes; Susan Dinan <b>E-mail address:</b> <a href="mailto:DOCCScontracts@doccs.ny.gov">DOCCScontracts@doccs.ny.gov</a>

The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), ST-220CA or TD Tax Disclosure, Vendor Responsibility Questionnaire, Workers’ Compensation Requirements, and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. Bysigning, Bidder affirms that it understands and agrees to comply with NYS Department of Corrections and Community Supervision procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information and compliance forms are attached (Attachments F).

<b>Bidder’s Federal Tax Identification Number:</b> <i>(Do Not Use Social Security Number)</i>	<b>NYS Vendor Identification Number:</b>
<b>Legal Business Name of Company Bidding: DBA:</b>	
<b>Street:</b>	
<b>City</b>	<b>State</b>
<b>Zip</b>	<b>County</b>
If you are not bidding, place an “x” in the box and return this page only. <input type="checkbox"/> <b>WE ARE UNABLE TO BID AT THIS TIME BECAUSE:</b>	
<b>Bidder’s Signature:</b>	<b>Printed or Typed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Phone:</b> ext:	<b>Toll Free:</b> ext:
<b>Fax:</b> ext:	<b>Toll Free Fax:</b> ext:
<b>E-mail Address:</b>	<b>Company Website:</b>

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# 1. Introduction

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## 1.1. Overview

This document is an Invitation for Bid (IFB) to provide the Board of Parole (BOP), with one or more qualified Contractors to provide hearing reporter and emergency transcription services to handle BOP proceedings as defined in Section 4.1: Proceeding Types of this IFB. Prospective Bidders shall have some history of successful service to other clients, preferably with providing similar services to other government entities.

The Department of Corrections and Community Supervision (DOCCS) provides administrative support to the Board of Parole; both parties are hereinafter referred to collectively as the “Agency” or “State.”

The Contractor shall provide comprehensive hearing reporter and emergency transcription services to the BOP. The Contractor shall provide all personnel, equipment, materials, supplies, licenses, permits, certifications, transportation, lodging, meals, packaging, postage/handling and all other services and supplies necessary for, and incident to performance required by the resulting contract from this bid.

The Contractor must be able to provide in-person hearing reports when required or requested by the authorized user. The Contractor shall provide services at the Agency’s offices, courthouses, jails, hospitals, over the phone, via videoconference and other locations as directed by the BOP. The Contractor shall further provide accurate transcripts in the format acceptable to the BOP as well as timely distribution of requested transcripts. The Contractor shall comply with all federal, state, local laws and rules and regulations.

The services required include the provision of a hearing reporter(s) in attendance as specified by the authorized user, to transcribe/produce word for word verbatim records of the proceedings and the timely provision of the electronic transcripts utilizing stenographic/steno machine or Digital Reporting technology (see Section 4: Scope of Services). In addition, at the discretion of the authorized user, the Contractor may be asked to transcribe an electronically recorded proceeding. In the event that a hearing is video-conferenced, the hearing reporter must be in attendance, either in-person or virtually, to capture the proceedings in their entirety for the purpose of creating a verbatim transcript. Contractors may be allowed to subcontract with other hearing reporter service providers, if necessary, to meet the terms of this IFB, (see Section 4.2: Method of Providing Services) If such a “consortium” or subcontracting relationship is proposed, subject to BOP approval, one Contractor will be responsible for purposes of contract compliance. The Catchment areas will be defined later in this IFB.

For proceedings that are electronically recorded by a Digital Reporter, and transcribed, the Digital Reporter shall obtain an accurate verbatim electronic sound record of the entire proceedings. This Digital Reporter must also be able to keep detailed notes, swear in a witness, mark exhibits and provide readbacks as requested.

## 1.2. Designated Contacts

In compliance with the Procurement Lobbying Law, Darlene Weed has been designated the primary contact for this solicitation and may be reached by email or telephone for all inquiries regarding this solicitation.

Darlene Weed, Contract Management Specialist 2  
NYS Department of Corrections and Community Supervision Division of Support  
Operations / Contract Procurement Unit



EEOCRC (12/18)  
 Photocopy Locally as Needed  
 550 Broadway  
 Menands, NY 12204  
 Voice: 518-486-5283  
 Email: [DOCCScontracts@doccs.ny.gov](mailto:DOCCScontracts@doccs.ny.gov)

In the event the designated contact is not available, contact Alternate designated contact:

Joanne Hughes, Contract Management Specialist 3  
 Voice: 518-486-5283  
 Email: [DOCCScontracts@doccs.ny.gov](mailto:DOCCScontracts@doccs.ny.gov)

OR

In the event the designated contact is not available, contact Alternate designated contact:

Susan Dinan, Contract Management Specialist 2  
 Voice: 518-486-5283  
 Email: [DOCCScontracts@doccs.ny.gov](mailto:DOCCScontracts@doccs.ny.gov)

### 1.3. Qualifications of Prospective Bidders

This will be evaluated as Pass/Fail. (See Section 2.2.1: Cover Letter). The Bidder shall have been in existence and have performed/provided hearing reporter services for at minimum one (1) year, including emergency transcription services. Bidder shall employ certified hearing reporters for the duration of the resulting contract. Acceptable certifications include, but are not limited to the following: Certified Court Reporter (CCR); Certified Shorthand Reporter (CSR); Registered Professional Reporter (RPR); Registered Merit Reporter (RMR); American Association of Electronic Reporters and Transcribers (AAERT) etc. If a hearing reporter has not been certified, three (3) years of documented work experience in the court reporting field is acceptable substitution. A commissioned notary public does not substitute for court reporter certification requirements. In addition, the Bidder shall employ enough reporters to adequately service the needs of the Board of Parole (BOP). Bidders must provide a detailed description of previous work experience in providing similar services during the past one (1) year, particularly for local or state court systems or law firms. Bidders must document their ability to service the region(s) in which submitting a bid.

**Please Note:** The Agency retains the right to request any additional information pertaining to the Bidder’s ability, qualifications, and procedures used to accomplish all work under the resulting contract, as it deems necessary to ensure safe and satisfactory work.

### 1.4. Key Events and Dates

EVENTS	DATES
Invitation For Bid (IFB) Issued	August 23, 2023
Bidders Question Deadline	September 5, 2023 (Close of business)
BOP/DOCCS Issues Responses to Questions (on or about)	September 14, 2023

Bid Due Date to BOP/DOCCS (Contract Procurement Unit Menands, NY)	September 28, 2023 3:00PM ET
Contract Start Date	January 1, 2024, or upon approval by the Office of the State Comptroller (OSC) whichever is later.

### 1.5. Glossary of Terms

<u>Term</u>	<u>Definition</u>
Agency/State	The Board of Parole (BOP) and the Department of Corrections and Community Supervision (DOCCS) which has entered into contract utilizing this IFB) for Board of Parole related proceedings
Appearance Fee	An Appearance fee is a fixed fee the contractor may charge the Agency for each location the hearing reporter is required to visit in a single day between the hours of 8am and 6pm. A breakdown of appearance fees can be found in Section 3.7: Cost
Authorized User	Any Board of Parole or Department of Corrections and Community Supervising employee authorized by the Chairman of the Board of Parole or their designee to utilize the Hearing Reporter and Emergency Transcription Services contract to cover proceedings
BOP	Board of Parole
Chairperson	Chairperson of the New York State Board of Parole (BOP) or duly authorized designee
Commissioner	Commissioner of the Department of Corrections and Community Supervision (DOCCS) or duly authorized designee
Contacto	Successful Bidder/Vendor
Digital Reporter	The official officer creating an accurate verbatim electronic sound record of the entire proceeding. The digital reporter must use equipment, that meets the current standards of The American Association of Electronic Reporters and Transcribers (AAERT)
DIN	A DIN is assigned to each incarcerated individual admitted to the Department of Corrections and Community Supervision. This

	is an internal number used as an identifier for the incarcerated individual while they are in the custody of the DOCCS
DOCCS	Department of Corrections and Community Supervision
Emergency Transcription	Creation of a word for word verbatim record from a recorded record of a proceeding in situations where unforeseen factors resulted in the assigned reporter being unable to attend the proceeding. Or in a situation deemed an emergency by the Authorized user.
Facility	Where an interview, hearing or other proceeding may take place, such as a courthouse, correctional facility, jail, area office or other designated location
Hazard Pay	Hazard pay is a fixed fee the contractor may charge if the reporter is required to enter a correctional facility (jail or prison) to attend a proceeding. This fee is per day not per location. Additional information can be found in Section 3.7: Cost
Hearing Reporter	A reporter either a stenographer or digital reporter assigned to cover a contracted job either in-person or virtually
IFB	Invitation for Bids
In-person Hearing Reporter	The official officer creating the verbatim record of a proceeding who is physically at the location where the proceeding is being held
Issuing Office	Department of Corrections and Community Supervision, Division of Support Operations/Contract Procurement Unit
NYSID	New York State Identification Number: A unique identifier assigned to an individual by New York State Division of Criminal Justice Services (DCJS)
Offeror/Offerer or Bidder	Any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this IFB
Prohibited Locations	Prohibited locations are locations in which an Agency staff is unable to establish a virtual conference, or it has been established that a virtual reporter is unable to adequately hear the proceedings, and the authorized user has

	prohibited future coverage by a virtual hearing reporter. Locations are subject to change by the authorized user.
Stenographer	The official officer creating the verbatim record/transcript of a proceeding with the use of a Stenographic/Steno Machine
Stenographic/Steno Machine	A keyboard machine used to record dictation in shorthand by a series of phonetic symbols or a phonetic symbol or combination of symbols produced by such a machine
Vendor	Contractor
Virtual Hearing Reporter	The official officer creating an accurate verbatim record of the entire proceedings, who is not physically at the location where the proceeding is being held but is attending via phone or a videoconferencing platform
Waiting Fee	A waiting fee is a fixed fee the contractor may charge the agency for any in person stenographer who is required to stay at one location either a half day (4 continuous hours not including a lunch break) or a full day (seven continuous hours including a lunch break). This fee may only be charged if the same reporter stays at that location for the full duration. Additional information can be found in Section 3.7: Cost

**Please be aware that verbatim record and transcript are synonymous.**

## 2. Bid Submission

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### 2.1. IFB Questions and Clarifications

All questions should be submitted in writing to [DOCCScontracts@doccs.ny.gov](mailto:DOCCScontracts@doccs.ny.gov) no later than the bid due date in Section 1.4 Key Events and Dates, citing the particular bid section and paragraph number. The bidder should notify the DESIGNATED CONTRACT of any term, condition, etc., that precludes the vendor from submitting a compliant, responsive bid. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Bidders entering into a contract with the State are expected to comply with **all** the terms and conditions contained herein. Official answers to all written questions will be advertised as an addendum and posted in the New York State Contract Reporter (NYSCR) (<https://www.nyscr.ny.gov/>) and DOCCS website (<https://www.doccs.ny.gov/procurement-opportunities>) on or about the date listed in the Key Events/Dates. Only answers provided by addendum are considered official. Any amendments, addendums, clarifications, responses to questions, and updates to this IFB will be posted on the NYS Contract Reporter and DOCCS websites. It is each bidder's responsibility to visit the above website to determine if any addenda are issued regarding this solicitation prior to submitting a bid.

### 2.2. Bid Format and Content

In order for the State to evaluate bids fairly and completely, Bidders are requested to follow the format set forth herein and should provide all of the information requested. All items identified in the following list should be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

#### 2.2.1. Cover Letter

The cover letter should confirm that:

- the Bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB;
- the Bidder agrees to adhere to Section 4: Scope of Services;
- the Bidder must meet the Qualifications of Prospective Bidders in Section 1.3:
  - must have been in existence and have performed/provided hearing reporter services for at minimum one (1) year, including emergency transcription services.
  - Bidder shall employ certified hearing reporters for the duration of the resulting contract. Acceptable certifications include, but are not limited to the following: Certified Court Reporter (CCR); Certified Shorthand Reporter (CSR); Registered Professional Reporter (RPR); Registered Merit Reporter (RMR); American Association of Electronic Reporters and Transcribers (AAERT) etc. If a hearing

reporter has not been certified, three (3) years of documented work experience in the court reporting field is acceptable substitution. A commissioned notary public does not substitute for court reporter certification requirements.

- Bidder shall employ enough reporters to adequately service the needs of the Board of Parole (BOP).
  - Bidders must provide a detailed description of previous work experience in providing similar services during the past one (1) year, particularly for local or state court systems or law firms.
  - Bidders must document their ability to service the region(s) in which submitting a bid.
  - Bidder must be able to transcribe a recording of a proceeding, created by Agency staff, in situations where unforeseen factors resulted in the assigned reporter being unable to attend the proceeding.
- if the contract is awarded to your company, the Bidder would be prepared to begin services following approval of the NYS Office of the State Comptroller (OSC);
  - the full contact information of the person(s) the Agency should contact regarding the bid;
  - the name(s) of an authorized individual of the company responsible for this contract, their function, title and number of years of service with company is included;
  - document security measures (plan to protect and keep the transcripts free from threat from damage or disclosure to other sources);
  - whether or not subcontractors will be used, and the name and address of each proposed subcontractor;
  - the required documentation is signed by a Bidder representative authorized to make contractual obligations; and
  - the Bidder is willing to keep proposed bid in effect for 120 days.

### **2.2.2. Pricing**

Bidder shall submit completed Attachment C – Cost Sheet.

Bid price shall be inclusive of all costs; including but not necessarily limited to: labor, materials, parts, supplies, transportation, travel, permits, licenses, insurance, administrative, all overhead costs and profit, ancillary costs, and miscellaneous charges such as any applicable taxes or fees and services not explicitly stated in these specifications, but necessarily attendant thereto.

### **2.2.3. Required Procurement Forms**

Bidder shall submit the completed documents in Attachment F – Legal Forms, Required Forms

**Note:** The Agency reserves the right to request any additional information deemed necessary to ensure that the Bidder has the ability to fulfill the requirements of the resulting contract.

### 2.3. Bid Preparation

All bids must be completed in ink or machine (computer, typewriter etc.) produced. Bids submitted handwritten in pencil will be disqualified.

### 2.4. Packaging of IFB Response

**Please submit one (1) complete original of proposal along with one (1) complete copy of proposal.**

The bid documents must be **submitted to the address below** by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- Bidder's complete name and address
- IFB Number – 2023-09 (this document)
- Bid Due Date and Time: (see Section 1.4: Key Events and Dates)

Failure to complete all information on the bid envelope and/ or packages may necessitate the premature opening of the bid and may compromise confidentiality.

### 2.5. Instructions for Bid Submission

Only those Bidders who furnish all required information will be considered.

Submit all required bid documents including signed bid addenda if any, to the Agency at the following address:

BID SUBMISSION IFB 2023-09  
State of New York  
Department of Corrections and Community Supervision  
Division of Support Operations / Contract Procurement Unit  
ATTN: Darlene Weed  
550 Broadway, Menands, NY 12204

The Agency will not consider emailed or faxed bid submissions.

The State of New York will not be held responsible for any costs incurred by the Bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution and approval of a contract.

Bids must be received by the Department of Corrections and Community Supervision on or before the date and time indicated in Section 1.4: Key Events and Dates.

**Bidders assume all risks for timely, properly submitted deliveries.** The received time of bids will be determined by the clock at the location noted above.

Bidders mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid package at the specified location and office no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity, shall not excuse late bid submissions.

Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late bid submissions. The Agency cannot be responsible for the actions of your chosen carrier.

Bids must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of the Agency and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120-day period until either tentative award of the contract(s) by Issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the Issuing Office to the successful Bidder. This IFB remains the property of the State at all times, and all responses to this IFB, once delivered, become the property of the State.



## 3. Administrative Information

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### 3.1. Issuing Office

This IFB is being released by the New York State Department of Corrections and Community Supervision, Division of Support Operations / Contract Procurement Unit on behalf of the NYS Board of Parole.

### 3.2. Method of Award

The Agency intends to award contracts to no more than three (3) **responsive and responsible Bidders** that provide the lowest grand total per Catchment Area on Attachment C, Cost Sheet.

Awards will be determined as follows:

The first lowest responsible and responsive Bidder for a catchment will be considered and/or awarded as the Primary Contractor for that catchment. The second lowest responsible and responsive Bidder for a catchment will be considered and/or awarded as the Secondary Contractor for that catchment. The third lowest responsible and responsive Bidder for a catchment will be considered and/or awarded as the Tertiary Contractor for that catchment. (See Section 3.7: Cost).

In the event there are fewer than three responsive and responsible bids in any catchment, awards will be made to the Primary Bidder and then to the Secondary, if applicable. Bidders may submit pricing for one, several or all catchments. Bidders may receive multiple awards based on the Method of Award.

If two offers are found to be equivalent, the lowest total Price per Page for in-person stenographer reporting services for the 15-day turnaround shall be the basis for determining the award recipient. If the 15-day turnaround offer is found to be equivalent for two or more Bidders, then the following order shall be the basis for determining the award recipient(s):

- Certified M/WBE
- NYS Service-Disabled Veteran-Owned Business
- Small NYS Business
- Previous Vendor
- Draw Name

When price and other factors are found to be substantially equivalent, the determination of award will be made by the Agency to award a contract to one or more of such Bidders. In accordance with State Finance Law Article 11, Section 163, the Agency's decision shall be final.

### 3.3. Bidder's Proposal Checklist

The following checklist is intended to acquaint the Bidder with all items of information that are to be submitted with the bid. Failure to submit any item may result in rejection of the bid. For each bid provide the following:

- ✓ Cover letter (Section 2.2.1: Cover Letter), signed by authorized individual: one

(1) complete original of proposal along with one (1) complete copy of proposal and Qualifications of Perspective Bidders as stated in Section 1.3.

- ✓ Certificate of Incorporation if applicable (attached to the cover letter)
- ✓ Completed Attachment C – Cost Sheet: one (1) original and one (1) copy
- ✓ Completed Forms Required for M/WBE Compliance (Attachment G)
- ✓ Completed and/or signed Legal Requirements Forms (Attachment F):
  - Procurement Lobbying Law Form
  - Workers' Compensation Insurance/Disability Insurance
  - Vendor Assurance of No Conflict of Interest of Detrimental Effect
  - Executive Order 177 Prohibiting State Contracts with Entities that Support Discrimination
  - Executive Order 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
  - State Finance Law §139-I
  - Vendor Responsibility Questionnaire (paper or electronic)
  - Tax Certification (Form ST-220-CA) must be notarized (ST-220-TD is filed directly with the Tax Department)
  - Signed Confidentiality Agreement/Non-Disclosure Agreement

### **3.4. Term of Contract**

The contracts awarded as a result of this IFB will be for a period of five years, commencing January 1, 2024, or upon approval by the Office of the State Comptroller (OSC) whichever is later.

### **3.5. Price Adjustment (Escalation/De-escalation)**

Bidders should submit a bid understanding that prices will be fixed for years one (1) and two (2) of the Contract Term. When requested, adjustments for years three (3) through five (5), based on CPI utilizing the Northeast Region/All Items Index - CUUR0100SA0 in effect 90 days prior to the yearly anniversary date, may be calculated for the prior 12-month time period up to three percent (3%). Requests for increases are the responsibility of the Contractor and must be made no later than 30 days prior to effective date and must include the appropriate CPI chart with supporting documentation. No retroactive adjustments will be allowed. All requested adjustments are subject to the Agency's approval.

Reference: <http://data.bls.gov/cgi-bin/surveymost?cu>

### **3.6. Billing**

- A.** Contract Vendor must provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency on a standard voucher must contain all information and supporting documentation. Invoices shall be submitted electronically using the secure file transfer. A typed report must accompany the voucher and must include the following:

- Incarcerated Individual/Releasee Name
- NYSID #
- DIN #
- Type of Proceeding
- Date
- Location(s)
- # of Pages

**B.** Electronic transcripts must be accompanied by an electronic copy of the signed invoice(s), voucher(s), and typed report within (fifteen) 15-business days in order for Contractor not to incur late fees.

Further instructions concerning the submission of invoice(s) and voucher(s) will be addressed after contract award.

The Agency reserves the right to adjust amounts contained in vouchers submitted by Contractors that, through either acts of their own or through acts of a subcontractor or agent, have failed to conform to the size, pitch, indentation, or other specifications outlined in Section 4: Scope of Services. Vouchers will be adjusted by the per page price.

### **3.7. Cost**

The services offered must be provided on a specific fee per page transcribed (in-person Stenographer, in-person Digital Reporter, virtual Stenographer, virtual Digital Reporter, transcription of an electronic recording). The proposed cost must be all inclusive of all associated travel, electronically submitted copy, photocopying if requested, equipment rental, overhead and any other costs related to the transcription.

All pages including the cover and certification pages will count towards the page minimum number. For hearings/statements that exceed the 20 pages, certification pages are not billable. Bids should clearly indicate requested pricing on Attachment C – Cost Sheet and submit the completed Attachment C – Cost Sheet as part of the proposal. Bidder must submit pricing per page for all price lines within a Catchment Area being bid on to be considered for contract award.

Bids must be for in-person stenographers.

Number of pages are estimates only and are not guaranteed. Actuals may be higher or lower. The Agency will only pay for actuals.

**Appearance fee**, as defined in Section 1.5: Glossary of Terms, is a fixed fee schedule that can be charged for revocation hearings and Victim Impact for each location per day attended by an in-person Stenographer or Digital Reporter.

- **In-person Stenographer** \$125.00 first location, \$75.00 each additional location, per day.
- **In-person Digital Reporter** \$75.00 first location, \$50.00 each additional location, per day.
- Under no circumstances can an appearance fee be charged for virtual

appearances by the Stenographer or Digital Reporter.

**Waiting fee**, as defined in Section 1.5: Glossary of Terms, is a fixed fee schedule that can be charged for revocation hearings in a single location that has enough cases to constitute a half-day, or a full-day (as defined below) attended by an in-person Stenographer.

- **Full day** – seven (7) continuous hours including lunch at a single location:
  - In-person Stenographer \$120.00
- **Half day** – four (4) continuous hours not including lunch at a single location
  - In-person Stenographer \$60.00
- Under no circumstances can a waiting fee be charged for virtual appearances or appearances by Digital Reporter.
- Under no circumstances can a waiting fee be charged Victim Impact statements
- The same reporter must stay the duration in order to bill for a waiting fee.

**Hazard Pay**, as defined in Section 1.5: Glossary of Terms, can be charged if the hearing reporter is required to enter a correctional facility (jail or prison) in order to attend the proceedings. This fee is a fixed daily fee and cannot be charged per location.

- Single day Hazard Pay - \$10.00

If Contractors are required to cover hearing(s) that for some reason, other than a Contractor's failure to provide contracted services, are not held that day, or result in the total number of pages per location for the entire day being less than 20 pages (with the exception of Board interview transcripts), the Contractor shall be entitled to a minimum payment equal to the value as follows:

- Preliminary Hearings and Final Revocation Hearings are compensated at 20 pages per location at normal delivery rates dependent on the type of reporting and the method of appearance of the reporter;
  - If the reporter arrives at the location prior to being informed of a cancelation, the reporter is entitled to the location appearance fee as described above under Appearance Fees
- Victim Impact are compensated at 20 pages per statement at normal delivery rates dependent on the type of reporting and the method of appearance of the reporter.
  - If the reporter arrives at the location prior to being informed of a cancelation, the reporter is entitled to the location appearance fee as described above under Appearance Fees

**Emergency Transcription**, as defined in Section 1.5: Glossary of Terms is at the discretion of the authorized user. The Bidders inability to provide coverage for a proceeding does not constitute an emergency, except in the event the authorized user deems it an emergency.

**Virtual Hearing Reporter**, as defined in Section 1.5: Glossary of Terms is at the discretion of the authorized user and should only be considered if there are no in-person reporters available. In the event that Agency staff is unable to establish a virtual

conference, or a virtual reporter is unable to hear the proceeding, the authorized user can prohibit future virtual reporting at that location.

The Agency reserves the right to request that the transcriptionist/digital reporter review their notes for accuracy at no charge.

Price per page must reflect the normal cost for an in-person stenographer. The price per page will be reduced as follows for other types of reporting/emergency transcription service:

- 15% in-person Digital Reporter
- 25% virtual Stenographer
- 30% virtual Digital Reporter
- 40% emergency transcription only

Please refer to Section 1.5: Glossary of Terms for definitions of the above reporting types.

### **3.8. Geographic Breakdown of Services Required**

The services required are located in eleven (11) geographic areas. The listing below illustrates which counties are in each Catchment Area. See Attachment C Cost Sheet for the estimated annual number of pages typed. The estimated pages are based on data for the last fiscal year. Actual pages may be higher or lower.

If the Board Members or Administrative Law Judge (ALJ) from one Catchment Area cross into another Catchment Area, either physically or virtually, for any proceeding, the hearing reporter originally assigned to provide services with the Board Members or ALJ will continue to provide services in the other Catchment Area. The price paid for the hearing will be based on the Catchment Area where the proceeding originated. The Agency may make scheduling changes when proceedings are moved from one county to another thereby crossing over Catchment Areas as a result of videoconferencing or scheduling. In this instance, the Contractor servicing the proceedings being moved has the right to first refusal.

For example, if Contractor X is currently scheduled to provide services at Facility A in Catchment Area 1, and Contractor X is provided notice that the Board interviews are going to be video-conferenced at an Area Office in Catchment Area 2, Contractor X has the choice to provide the services for the Board Members in the Catchment Area 2 Regional Office, or Contractor X may relinquish the Board interviews to Contractor Y who has the contract for Catchment Area 2.

The Agency does not guarantee that there will be an interview or hearing in each Catchment Area.

#### **3.8.1. Catchment Areas**

Catchment Area 1:	Niagara, Erie, Chautauqua, Cattaraugus, Allegany, Buffalo Area Office, Niagara Falls Area Office
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Catchment Area 2:	Orleans, Monroe, Wayne, Genesee, Wyoming, Livingston, Ontario, Rochester Area Office
Catchment Area 3:	Steuben, Yates, Schuyler, Tompkins, Chemung, Tioga, Broome, Delaware, Elmira Area Office, Binghamton Area Office
Catchment Area 4:	Jefferson, Lewis, St. Lawrence, Franklin, Clinton, Essex, Watertown Area Office, Plattsburg Area Office
Catchment Area 5:	Oswego, Seneca, Cayuga, Onondaga, Cortland, Madison, Chenango, Syracuse Area Office
Catchment Area 6:	Oneida, Herkimer, Otsego, Fulton, Montgomery, Hamilton, Utica Area Office
Catchment Area 7:	Warren, Saratoga, Washington, Schenectady, Schoharie, Albany, Rensselaer, Greene, Columbia, Albany Area Office, Northeast Area Office, Central Office
Catchment Area 8:	Sullivan, Ulster
Catchment Area 9:	Dutchess, Orange, Putnam, Rockland, Westchester, Peekskill Area Office, Poughkeepsie Area Office
Catchment Area 10:	New York, Kings, Bronx, Queens, Richmond, Manhattan Area Office
Catchment Area 11:	Nassau, Suffolk, Nassau/Suffolk/Central Long Island Area Offices

The attached map (Attachment D – Catchment Area Map) illustrates the counties within each Catchment Area. Contractors **must** be able to provide services to all counties within a Catchment Area.

**Please note:** that services will be rendered, at the discretion of the authorized user, at Correctional Facilities, County Jails, County Courthouses, the Agency Area Offices, the Agency Regional Offices, over the phone and via videoconference. A Listings of Facilities, County Jails, Courthouses and the Agency Offices for each Catchment Area

are attached for reference purposes only and are subject to change (see Attachment E – Facility Listings). Medical Parole interviews may be held at hospitals, medical facilities, or in the Agency medical units. On occasion reporters may also be retained to do other legal proceedings including, but not limited to, Bidders’ conferences and Parental Interviews. Attachment E – Facility Listings also references Board interviews that may be covered by the BOP Verbatim Reporters.

### **3.9. Electronic Payment**

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the Agency, and the State Comptroller.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Agency, in the Agency’s sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptrollers website at <https://www.sfs.ny.gov/index.php/vendors>, by e- mail at [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov), or by phone at 518-457-7717. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Agency has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State’s implementation of a Statewide Financial System (SFS), the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

### **3.10. Past Practice**

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

### **3.11. Bid Exceptions**

The Issuing Office will consider all requests to waive any bid requirement. However, Bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of Bidder’s bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the ‘Questions Due Date’ as identified in Section 1.4: Key Events. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the IFB), or directly to the requesting Bidder.

### **3.12. Dispute Resolution**

It is the policy of the Agency Division of Support Operations / Contract Procurement Unit to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. The Agency and the Office of the State Comptroller encourage vendors to seek resolution of disputes through consultation with the Agency Division of Support Operations / Contract Procurement Unit staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

### **3.13. Examination of Contract Documents**

1. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.
3. Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted on or before the bid due date. In awarding a contract any written addenda will become a part thereof.
4. Any verbal information obtained from, or statements made by, representatives of the Agency shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

### **3.14. Ownership and Title to Deliverables**

The Contractor acknowledges that all hearing reporter's original written materials, recordings of proceedings, audiotapes, digital media, work papers, publications, information, by-product or end-product, records and reports, etc., arising out of, or incident to, the performance of the resulting contract, further referred to as "deliverables", are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Contractor will not obtain copyright, patent, or other proprietary protection for the Deliverables. Contractor agrees that all Deliverables may be available to the public through the Freedom of Information Law unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

### **3.15. Confidentiality and Data Security**

All State data is owned exclusively by the State and will remain the property of the State. Contractor is permitted to use data solely for the purposes set forth in the



solicitation and the Contract, and for no other purpose. At no time shall the Contractor access, use, or disclose any confidential information (including but not limited to personal, financial, health, or criminal history record information or other sensitive criminal justice information) for any other purpose. The Contractor is strictly prohibited from releasing or using data or information for any purposes other than those purposes specifically defined herein or authorized in writing by the State.

The Contractor and its subcontractors shall keep confidential all personal information it obtains or is provided regarding persons upon whom are in the custody of the Agency or under Community Supervision. By accepting this contract, the Contractor represents that it and its subcontractors are familiar with and shall abide by all federal, state, and local laws applicable to the confidentiality, use, and safekeeping of incarcerated individuals or releasee's personal information, and it further represents that it shall only use such personal information to provide services in furtherance of this contract. In addition, if the Contractor or its subcontractors violate federal, state, or local law relating to the confidentiality of personal information, the Agency may immediately terminate this contract.

Contractor must, in accordance with applicable law and the instructions of the State, exercise due care for the protection of data, and maintain appropriate data integrity safeguards against the deletion or alteration of such data. In the event that any data is lost or destroyed because of any act or omission of the Contractor or any non-compliance with the obligations of this Contract, then Contractor shall, at its own expense, use its best efforts in accordance with industry standards to reconstruct such data as soon as feasible. In such event, Contractor shall reimburse the State for any costs incurred by the State in correcting, recreating, restoring or reprocessing such data or in providing assistance therewith.

Contractor shall use appropriate means to preserve and protect State data. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption.

The Agency requires the Contractor complete the CONFIDENTIALITY AGREEMENT/CERTIFICATE OF NON-DISCLOSURE (Attachment F – Legal Forms). The Contractor agrees to obtain and maintain similar confidentiality restrictions that its employees, independent contractors and subcontractors are bound to. The BOP may at any time request to examine the confidentiality agreement for any employee, independent contractor or subcontractor who provides contracted services for the Contractor.

### **3.16. Rejection**

The State reserves the right to reject an obviously unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award would be made on the remaining items. The determination of an unbalanced bid shall be at the sole discretion of the State. Options contained in this paragraph shall also be at the State's sole discretion.

### **3.17. Minimum Order**

Minimum order shall be no minimum.

### **3.18. Product Offerings Made by Bidder (Alternate Bids)**

Bidder shall make no more than one offering (i.e., a single stock number) per item per bid. Bids which have more than one product offering per item may not be considered. If a bidder wants to make more than one product offering, such offering(s) are to be made on separate sheets and are to be listed as "alternate" bids. "Alternate" bids are to show complete information (pricing, brand, model, stock number, etc.), and will be evaluated as separate bids.

### **3.19. Minor Deviations(s)/Minor Technicality**

DOCCS reserves the right to have the flexibility to consider bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the solicitation. The flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation.

### **3.20. "OR EQUAL"**

The State reserves the right to determine if a product/service is 'equal' to bid specifications. Bids with minor deviations or technicalities may be waived if consistent with the intent and scope of the solicitation. The flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation.

## 4. Scope of Services

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### 4.1. Proceeding Types

**Parole Board Release Interview a.k.a. “Boards”**– BOP Commissioners conduct interviews of incarcerated individuals who are eligible for discretionary release. Although most interviews are conducted via videoconferencing, some may be conducted at the facility at the discretion of the authorized user. The Boards usually take place for 1 to 3 consecutive days each week conducting interviews from multiple facilities (see Attachment E – Facility Listings). Hearing reporters are expected to be **in-person** at the location(s) with the BOP Commissioners. Unless otherwise stated by the authorized user, Boards are to be covered by an in-person stenographer.

**Medical Parole Board Interviews** – Occasionally, the Board Commissioners may conduct an interview of an incarcerated individual at a hospital or medical facility to determine whether a terminally ill or seriously ill incarcerated individual should be granted parole. The hearing reporter is expected to go to the location where the interview is taking place, unless otherwise instructed by the authorized user.

**Rescission Hearings** – BOP Commissioners may need to decide whether to rescind the release of an incarcerated individual. When this occurs, the hearing will be held at the correctional facility or by means of video conferencing. The duration of the hearing may last an entire day or may be adjourned to another day, depending upon the facts and circumstances of the matter. Rescission hearings may be conducted with or without counsel for the incarcerated individual.

**Preliminary Revocation Hearings** – When a releasee is in the process of having their community supervision status revoked, a preliminary hearing may be held to determine if there is a preponderance of evidence. This takes place before a Hearing Officer in a courthouse, county jail, via videoconference, or in a DOCCS office or another location designated by the authorized user. These hearings typically take no more than one day, but there is a possibility they may be adjourned for multiple days. In addition to a warrant number, the transcript will also require the case number which will be allocated to that case.

**Final Revocation Hearings** – Upon a finding of a preponderance of evidence, a final revocation hearing will be held before an Administrative Law Judge at a courthouse, county jail, via videoconference, or in a DOCCS office or another location designated by the authorized user. In addition to a warrant number, the transcript will require the case number assigned to that case.

**Victim Impact Statements** –Victims of violent crimes or their family members may request to meet with a BOP Commissioner to discuss the impact that the incarcerated individual’s crime has had on them. These meetings may be in-person or over the phone and may take place at any Community Supervision Area Offices or the Agency’s Central Office on Fridays. The transcript including all exhibits must be available prior to the incarcerated individuals’ Board interview.

**Other** –The aforementioned list is not exhaustive of the types of proceedings hearing reporters may be asked to cover by the authorized user concerning Board of Parole matters. Contractors may be asked to cover other BOP related proceedings as needed.

Contractors must be able to cover all of these services in the awarded Catchment area(s) as defined in Section 3.8: Geographic Breakdown of Services Required.

## 4.2. Method of Providing Services

The method of providing services in the order of preference:

1. The provision of an in-person stenographer(s) to produce a verbatim record of the proceedings and the timely provision of the electronic transcripts utilizing stenographic/steno machine.
2. At the discretion of the authorized user, the provision of an in-person digital reporting utilizing industry approved methods to capture a complete audio record as well as detailed notes of the proceedings for use in the production of a verbatim record.
3. At the discretion of the authorized user, the provision of a stenographer in attendance virtually using telephone or videoconferencing technology.
4. At the discretion of the authorized user, the provision of a digital reporter in attendance virtually using telephone or videoconferencing technology.
5. At the discretion of the authorized user, the Contractor may be requested to transcribe an electronically recorded proceeding.
  - o The use of transcription software to convert audio files into textual documents is prohibited. All transcription and proofreading services must be performed by a hearing reporter, transcriptionist or proofreader employed by the Contractor.

Contractors may subcontract with other hearing reporter service providers, if necessary, to meet the terms of this IFB. If such a “consortium” or subcontracting relationship is proposed, subject to the BOP approval, the Primary Contractor will be responsible for purposes of contract compliance and payment to the subcontractor.

For proceedings that are electronically recorded, and transcribed, the digital reporter shall obtain an accurate verbatim electronic sound record of the entire proceedings. This digital reporter must also be able to keep detailed notes, swear in a witness, mark exhibits and provide readbacks as requested

Transcripts shall be generated for each interview, hearing or appearance. Transcripts shall only be provided to the Board of Parole and not requested directly from another entity, attorney, incarcerated individual or releasee.

At no time, shall a transcript be withheld by a hearing reporter or a Contractor for failure to pay.

## 4.3. Records Certification and Transmission

The Contractor shall electronically provide a **certified transcript**, including all associated exhibits and/or word index no later than the fifteenth (15th) calendar day after the last day a proceeding is concluded, excluding New York State designated holidays (see Section 4.9: State Holiday Schedule). Delivery days are counted from conclusion of the reported proceeding. The delivery due date is the date the complete transcript(s) is received by the Agency. Additionally, all exhibits produced at Victim Impact Statement are to be forwarded by mail to the DOCCS Office of Victim

Assistance no later than one (1) business day after the statement is concluded. The transcript delivery times are as follows:

- **Regular:** Delivered no later than the fifteenth (15th) calendar day following the conclusion of a proceeding.
- **Expedited:** Delivered no later than the third (3rd) calendar day following the conclusion of a proceeding.
- **Overnight/One-day:** Delivered no later than 3:00 p.m. on the day following the conclusion of a proceeding.

In addition to a certified transcript, in cases where the proceeding was covered by a Digital Reporter, the Contractor shall also provide a copy of the Digital Reporters notes and electronic sound recording, in the format specified by the authorized user.

#### 4.4. Transcript Format

##### See sample transcript – Attachment B – Sample Transcripts

The following formatting guidelines will be applied to the transcripts:

- **Page dimension**, all pages must measure no less than 8 1/2 x 11 inches.
- **Margins** must be 1 inch all the way around. Headers and footers must be within the 1-inch margin.
- **Size of print (pitch)** must be no larger than 12.
- **Font** must be Arial.
- **Header print** size must be set at 12 pitch.
  - **Parole Interviews:**
    - LAST NAME NYSID DIN PAGE#
  - **Revocation Hearings:**
    - LAST NAME NYSID DIN PAGE#
  - Victim Impact Statements:
    - LAST NAME DIN PAGE#
- **Footer print** size must be no larger than 10 pitch.
  - Bidder Company Name. **Do not** include phone or address.
- **Spacing** must be set at normal (enhanced spacing will not be accepted).
- **Testimony** must be aligned left (justified lines will not be accepted). Each typed testimony line must average not less than 6 1/2 inches in width.
- **Indentations**, there must be no indentations, except for necessary headings and paragraphs indented ten spaces (colloquy).
- **Lines**, transcript pages must contain a minimum of twenty-five (25) numbered lines per page, with the numbers printed outside and adjacent to the left margin of each reporting page. The 25-line requirement does not include the "heading line," which serves to identify the incarcerated individual or releasee who is the subject of the interview or hearing, or the

“footer line,” which identifies the Contractor’s name and phone number. The only exceptions to the 25-line minimum requirement will be the cover page, decision page, closing page, and certification page, which can contain fewer than 25 lines.

- **Boarders or frames:** Transcript pages must **not** contain borders or frames.
- **Page Layout:** Each page, excluding the cover page, must have a header and footer as seen in the samples attached. All headers must include incarcerated individual/releasee name; NYSID (excluded for victim impact statements) and DIN; and page number. The footer must contain the name of the hearing reporter company, address including city, state and zip code and the telephone number with area code.
- **Certification page** must be a separate page and include the incarcerated individual/releasee name, NYSID (excluded for the victim impact statements) and DIN at the top, number of pages included, and the date signed by the stenographer. Electronic signatures are acceptable on the Certification page (see Attachment B – Sample Transcripts). An example of an acceptable electronic signature is changing the font to a *Script font*.
- **Beginning and ending:** Each transcript must begin with the actual interview or testimony and include the statement “Hearing Concluded” at the end of the proceeding.

## COVER PAGES

**Parole Interviews (including rescission and medical parole) cover page must include (see Attachment B1):**

- Incarcerated individual’s first and last name
- DIN number.
- NYSID number
- Type of interview
- Location: XX Correctional Facility (Video-conferenced to Albany Area Office, Address, NY)
- Date (Date proceeding started only)
- Before: Commissioners (Full name
- At facility staff (first initial, last name and title)
- Observers (first initial, last name and title).
- Reporters name

**Please Note:** Only the date the proceeding started should be reflected on the cover page. Do not include the decision date even if different from the proceeding start. If the proceeding continues onto a second day, the cover page should not include both days but the body of the transcript should not be the continuation.

**Parole Revocation Hearing (Preliminary or Final) cover page must include (see Attachment B2, B2.1 and B2.2):**

- Releasee’s first and last name

- DIN number.
- NYSID number
- Case number
- Warrant number.
- Institution (if currently incarcerated in a county jail)
- Type of hearing (preliminary or final)
- Location of hearing
- Date
- Start Time
- Before: Parole Hearing Officer/Administrative Law Judge (full name)
- Appearances (full names): Parole Revocation Specialist, Attorney for the releasee, releasee, any witnesses.
- Reporter(s) name(s)
  - In cases where the proceeding is covered by a Digital Reporter, both the digital reporter and the transcriber's names must be on the cover page. The cover must identify which name is the **Digital Reporter** and which is the **Transcriber**.
  - If the reporter attended the proceeding virtually, that must also be noted on the cover page. It need only say "(virtual)" after the reporter's name.

**Victim Impact statement cover page must include (see Attachment B3 and B3.1):**

- Incarcerated individual's first and last name
- DIN number.
- Institution (Correctional Facility)
- Proceeding: Victim Impact Statement (if not in-person note by phone or WebEx)
- Location of statement (physical location associated with the proceeding)
- Date
- Start Time
- Before: Commissioner (full name)
- Full name(s) of the victim(s)
- Full name(s) of the attendee(s) and their relationship to the victim(s) in addition to the information included on all transcripts.
- Reporter(s) name(s)
  - If the reporter attended the proceeding virtually, that must be noted on the cover page. It need only say "(virtual)" after the reporter's name.

**Please Note:** The NYSID should **not** be include on the cover, certification, or the header of each page for Victim Impact statement transcripts **only**.

All transcripts **must** conform to the samples included. Please refer to the sample cover pages in Attachment B – Sample Transcripts.

There are several types of proceedings. Examples of a few types of transcripts are included (see Attachment B). Please be aware that all transcripts must adhere to the formatting provided in the samples.

Section 4.4: Transcript format is subject to change by the Agency with written notice to

#### **4.5. Inspection and Acceptance of Completed Transcripts**

All transcripts must be proofread by the reporter, or a proofreader employed by the Contractor to ensure completeness and accuracy.

Transcript files must be saved individually for each interview as a PDF/A-1 file.

Transcripts cannot be a Secured PDF file, nor can they be electronically signed using an Adobe certificate or any other software that allows for a digital signature. Any transcript received with restrictions for printing, saving, annotating or redacting will be returned to the vendor for resolution of the restrictions. Restricted transcripts are not considered submitted until returned without the restrictions.

The BOP shall perform final inspection and acceptance of deliverables. The BOP will return unacceptable transcripts electronically, to the Contractor for correction. The Contractor shall do the following at no additional cost to the Agency:

1. Replace transcripts that are illegible or do not conform to the format requirements set forth in this contract; and
2. Correct and resubmit transcripts that contain errors attributable to the Contractor.

The Contractor must deliver corrected transcripts within the same delivery timeframe of the original request. For example, if the authorized user had originally ordered a Regular transcript and returned it for corrections, then the corrected transcript shall be delivered no later than the fifteenth (15th) calendar day of notification to the Contractor of the need for correction.

The final, fully edited transcript must not contain an error rate of more than one error per five pages of transcript. If the Contractor fails to provide accurate transcripts, corrected transcripts or fails to provide transcripts in the agreed upon time frame, the Contractor will be charged for non-performance. Non-performance of the Contractor may result in one or all the following actions by the Agency:

- Reduction in amount owed for transcripts for a specific proceeding at a rate of five (5) percent (%) per page per day, up to 100%.
- Removal of said reporter from the Agency schedules
- No additional work offered to the Contractor until transcript(s) are provided to the satisfaction of the BOP.
- Termination of the contract as noted in Section 5.10: Termination.

#### **4.6. Submission of Electronic Transcripts**

Contractor must comply with the submission of electronic transcripts in the following manner:

1. Transcripts must be submitted to the Agency using Secured File Transfer Protocol (SFTP) or other encryption methods as specified by the Agency. The Internet Provider (IP) address of the Agency server and a user ID and password will be provided to the Successful Bidder. The Contractor will be required to provide and set up their own SFTP client software. Sending the files from a fixed IP address is preferred but not required
2. The Successful Bidder(s) are required to use a File Transfer Protocol (FTP)



client. FTP is a standard network protocol used to copy a file from one host to another over a TCP/IP-based network, such as the Internet. Any FTP Client using the SFTP protocol is acceptable.

3. **Transcript files must be saved individually for each interview as a PDF/A-1 file.** PDF/A-1 is a constrained form of Adobe PDF intended to be suitable for long-term preservation of page-oriented documents. When submitting your transcript files each transcript **must** have its own PDF file.
4. Each transcript must be named as specified in the Key below:  
Folder Label: 04-04-01 CAYUGA CJ  
Transcript Label: Last Name, First Name (example Johnson, John or Johnson, J).

### **Key**

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#### **First Character**

- B – Board Interview
- P – Preliminary Revocation Hearing
- F – Final Revocation Hearing
- V – Victim Impact Statement
- M – Medical Parole Board Interview

#### **Second Character**

Place: Facility/County Jail Name, etc.

#### **Third Character**

Incarcerated individual's Last Name

#### **Fourth Character**

Incarcerated individual's First Initial

#### **Fifth Character**

Hearing Date

5. **Multiple transcript files must be grouped and submitted to the Agency in separate folders.** For example, within the folder, a separate sub-folder must be created for the voucher, invoice and typed report (as outlined below). Each individual transcript file must be placed in the folder for submission to the Agency. **It is important that interviews be saved individually and not as one large file.** If one large document is submitted, it will be rejected and not considered received per the agreed submission period.

### **4.7. Reporter Requirements**

1. The Contractor and each assigned hearing reporter must be familiar with legal terminology.
2. Hearing reporters shall be proficient in verbatim record and able to capture all that is spoken and to read back from the record when asked.

3. In-person hearing reporters shall be able to mark and log evidentiary materials and produce error-free verbatim transcripts.
4. The Agency reserves the right to immediately remove and/or replace a specific individual hearing reporter if deemed appropriate because of behavior, ability, attendance, demeanor, or appearance issues. In-person hearing reporters who are not dressed professionally and appropriately for a proceeding may be removed on appearance issues.

## **4.8. Reporter Scheduling, Availability, and Attendance**

### **Scheduling**

The authorized user must contact the PRIMARY Contractor(s) for a catchment(s) FIRST. Whenever the Primary Contractor(s) cannot provide a service for dates and times requested as contracted, notification by the PRIMARY Contractor shall be provided in writing via e-mail to the authorized user no later than 10:00am EST on the third business prior to the hearing.

For example, if the proceeding is 2pm on Thursday, the PRIMARY contractor must notify the authorized user by 10:00am EST on the Monday prior to the proceeding. If the proceeding is 2pm on Wednesday, the PRIMARY contractor must notify the authorized user by 10:00am EST on the Friday prior to the proceeding.

Should the Primary Contractor(s) be unable to provide hearing reporter services, the SECONDARY Contractor(s) for that catchment(s) must be used NEXT. Whenever the Secondary Contractor(s) cannot provide a service for dates and times requested as contracted, notification by the SECONDARY Contractor shall be provided in writing via e-mail to the authorized user no later than 10:00am EST on the second business prior to the hearing.

Should the Secondary Contractor(s) be unable to provide hearing reporter services, the TERTIARY Contractor(s) for that catchment(s) must be used NEXT. Whenever the Tertiary Contractor(s) cannot provide a service for dates and times requested as contracted, notification shall be provided in writing via e-mail to the authorized user no later than 10:00am EST on the business prior to the hearing.

In the event of a short notice proceeding each Contractor will be allotted the following timeframe to schedule a reporter before the authorized can move to the next contractor:

1. 72 hours to the proceeding: the primary contractor will have 6 hours before the authorized user can move on to the secondary who will then have 6 hours before the authorized user can move onto the tertiary contractor who will then have 6 hours
2. 48 hours to the proceeding: the primary contractor will have 4 hours before the authorized user can move on to the secondary who will then have 4 hours before the authorized user can move onto the tertiary contractor who will then have 4 hours
3. 24 hours to the proceeding: the primary contractor will have 2 hours before the authorized user can move on to the secondary who will then have 2 hours before the authorized user can move onto the tertiary contractor who will then have 2 hours

### **Availability**

- Contractor must provide a minimum of 24 (twenty-four) hours' notice in the event of cancellation of a scheduled hearing reporter(s). In the event that a Contractor fails to show up for a scheduled proceeding on three or more occasions, the Agency may determine that the Contractor is non-compliant and may require that said Contractor attend a Responsibility Hearing. Such performance may result in the cancellation of the contract.
- Contractor must have at least one (1) reporter available to cover short-notice schedule changes. Short notice is considered notification of any change with a 24- hour period.

### **Attendance**

The Contractor shall confirm the date, time, and location within forty-eight (48) hours of the scheduled proceeding (where possible). Contractor must ensure hearing reporters are set up for the scheduled proceeding a minimum of twenty (20) minutes prior to start time. Hearing reporters who are not set up and delay a proceeding will be docked 50% of their appearance fee for that location. The reporter shall arrive with all appropriate equipment and supplies.

If the Reporter does not appear at the time and place specified after being notified or, if for any reason the Contractor is unable to provide competent personnel and equipment to report at any stage of the proceeding, the authorized user may call in a substitute hearing reporter and the Contractor shall reimburse the Agency for any expenses incurred thereby. The Agency may deduct such expenses from any sum otherwise due to the Contractor.

Please Note: The Agency does not guarantee the end time of any proceedings. Reporters are expected to continue transcribing throughout the duration of the scheduled proceeding(s).

## **4.9. State Holiday Schedule**

Contractor must be aware of the official State holiday schedule. The holiday schedule can be accessed by using the following link:

[https://www.cs.ny.gov/attendance\\_leave/2023\\_legal\\_holidays.cfm](https://www.cs.ny.gov/attendance_leave/2023_legal_holidays.cfm)

**New York State Holidays 2023:** New Year's Day; Martin Luther King Jr. Day; Washington's Birthday; Memorial Day; Juneteenth, Independence Day; Labor Day; Columbus Day; Veteran's Day, Thanksgiving and Christmas.

## **4.10. Proceeding Cancellation**

Whenever possible, the authorized user shall provide the Contractor twenty-four (24) hour notice of cancellation of any proceeding. Cancellations will be placed in the most convenient manner available to the authorized user at the time. The Contractor shall request written confirmation (e- mail, facsimile, etc.) of all proceeding cancellations and such confirmation should accompany the Contractor's invoice. Failure of the authorized user to provide twenty-four (24) hour notice may entitle the Contractor to a bust (cancellation/no show) fee as described below:

In the event of proceeding cancellation without specific notification, the Contractor shall be entitled to a minimum payment equal to the value of 20 pages at the regular

transcript rate, or \$150 maximum. The Contractor shall not invoice any waiting fee. In the event the contractor arrives at the location and is informed the proceedings are canceled, the reporter must obtain a signed cancellation form from the authorized user on site. This signed cancellation form must be attached to the invoice in order to invoice for an appearance fee. Please note this should be invoiced as "proceeding cancellation fee" and not as a bust fee, no show fee, etc.

The authorized user shall provide the Contractor with a minimum of Twenty-four (24) hour notice of cancelation of any proceeding. In the event of proceeding cancelation without specific notification, the Contractor shall be entitled to a minimum payment equal to the value of 20 pages at normal delivery rate based on the type of reporter and the method of appearance (see Section 3.7: Cost), per hearing scheduled. Contractor will not receive payment for appearance or wait time.

## **5. Contract Clauses and Requirements**

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### **5.1. Appendix A – Standard Clauses/ Order of Precedence**

Appendix A — Standard Clauses for New York State Contracts, dated June 2023, attached hereto, is hereby expressly made a part of this IFB solicitation document as fully as if set forth at length herein. Please retain this document for future reference. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

- Appendix- A – Standard Clauses (June 2023)
- Contract Resulting from this IFB
- DOCCS Invitation for Bid Number 2023-09 (This Document) including any addenda
- Selected Contractor’s Bid

### **5.2. Procurement Lobbying Requirement**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Agency and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by the Agency and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a).

Designated staff, as of the date hereof, is identified on the first page of this solicitation. the Agency employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <https://ogs.ny.gov/acpl/>

### **5.3. Sales and Compensating Use Tax Certification Requirements**

Tax Law § 5-a, as amended on April 26, 2006, requires certain contractors who are awarded state contracts for commodities and/or services valued at more than \$100,000 (over the full term of the contract, excluding renewals) to certify to the Department of Taxation and Finance (DTF) they are registered to collect New York State (NYS) and local sales and compensating use taxes. The law applies to contracts where the total amount of the contractor’s sales delivered into NYS exceed \$300,000 for the four quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed \$300,000 in the same manner as noted above for the contractor.

This law imposes upon certain contractors the obligation to certify whether or not the

contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax. The contractors must certify to DTF that each affiliate and subcontractor exceeding the sales threshold is registered with DTF to collect such State and local sales and compensating use taxes. The law prohibits the Comptroller, or other approving agency, from approving a contract to a vendor who is not registered in accordance with the law.

There are two (2) Contractor certification forms, with instructions, required for this bid. **Form ST-220-TD is to be submitted directly to DTF. Submission to DTF is a one-time occurrence. If you have already submitted this form to DTF for other bidding opportunities, you do not need to submit the form attached to this bid. If, however, any certification information changes, a new ST-220-TD must be filed with DTF. Form ST-220-CA must be completed and submitted with this bid. This form certifies to the procuring agency that the contractor has filed ST-220-TD with DTF in compliance with the law.**

Bidders should complete and submit the certification forms within two business days of request (if the forms are not submitted to DTF and/or and returned with bid). Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law, as failure to do so may render a bidder non-responsive and non-responsible.

Vendors may call DTF at 1-800-698-2909 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF web site: [www.tax.ny.gov](http://www.tax.ny.gov)

#### **5.4. Freedom of Information Law / Trade Secrets**

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, **you must submit a request to except such information from disclosure.** Such request must be in writing, must state the reasons why the information should be accepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

#### **5.5. General Requirements**

The Bidder agrees:

1. to adhere to all State and Federal laws and regulations in connection with the contract; and,
2. to notify the Agency of any changes in the legal status or principal ownership of the firm, forty-five (45) days in advance of said change.

3. that in any contract resulting from this IFB, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action; and,
4. that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Agency.
5. that for reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
6. that the Agency's interpretation of specifications shall be final and binding upon the Contractor.
7. that the Agency will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
8. that should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Agency.
9. **Inspection** – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Agency may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
10. **Stop Work Order** - The Chairperson of the BOP or their designee reserves the right to stop the work covered by this IFB and any contract(s) resulting therefrom at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, the Agency shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that the Agency issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
11. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
12. The Agency reserves the right to reject and bar from the facility any employee hired by the Contractor.
13. Contractor agrees that any and all State data will be stored, processed, and maintained solely on designated target devices, and that no State data at any time will be processed on or transferred to any portable computing device or any portable storage medium unless that device or storage medium, is a necessary

and approved component of the authorized business processes covered in the contract or any addendum thereof, or the Contractor's designated backup and recovery processes and is encrypted in accordance with all current Federal and State statutes, regulations and requirements.

14. **Retention of Records** – The Contractor shall establish and maintain complete and accurate books, records, documents, and accounts and other evidence directly pertinent to the performance of this contract (hereinafter, collectively “the Records”). This includes any relevant to and created including transcripts and digital recordings. The Records must be kept for the balance of the calendar year in which they were made and for **a full six (6) additional years thereafter**.
15. At the expiration of the contract period, which includes the document retention period, or termination of the Contract, or at any time with a request from the Agency:
  - a) Contractor, upon request must provide the State with a copy of the State data, including metadata and attachments, and give the State continued access to State data for no less than ninety (90) days beyond the expiration or termination of the Contract.
  - b) Contractor will provide the State with the same post-termination data retrieval assistance that Contractor generally makes available to all customers.
  - c) Thereafter, Contractor shall destroy State data from its systems and wipe all its data storage devices to eliminate any and all State data from Contractor's systems The sanitization process must be in compliance NYS Security Policy NYS-S13-003, <https://www.its.ny.gov/document/sanitizationsecure-disposal-standard> and, where required, CJIS sanitization and disposal standards. If immediate purging of all data storage components is not possible, the Contractor will certify that any data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
    - a. Contractor must then certify to the State, in writing, that it has complied with the provisions of this paragraph. The State may withhold payment to Contractor if State data is not released to the State in accordance with the preceding sections.

## 5.6. DOCCS' Reserved Rights

The State of New York DOCCS reserves the rights for the following:

1. Reject any and all bids received in response to this Solicitation;
2. Withdraw the IFB at any time, at the agency's sole discretion;
3. Make an award under the IFB in whole or in part;
4. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;



5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under IFB;
7. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
9. Change any of the scheduled dates:
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the IFB in the best interest of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Every offer shall be firm and not revocable for a period of ninety days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such ninety days, any offer is subject to withdrawal communicated in a writing signed by the Offerer and;
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offerer's proposal and/or to determine an Offerer's compliance with the requirements of the solicitation.

## **5.7. Contract Terms**

1. All provisions and requirements of Appendix A – Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.
2. All provisions and requirements that are attached hereto and form a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.
3. It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this IFB.
4. Any contract resulting from this IFB shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the

## 5.8. Subcontractors

The Contractor agrees not to subcontract any of its services, unless as indicated in its bid, without the prior written approval of the Agency. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion/s of its responsibilities to be subcontracted to qualified, responsible subcontractors, subject to approval of the Agency. If the Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance must be fully explained by the Contractor to the Agency. As part of this explanation, the subcontractor must submit to the DOCCS a completed *Vendor Assurance of No Conflict of Interest or Detrimental Effect* form, as required by the Contractor prior to execution of a contract.

The Contractor retains ultimate responsibility for all services performed under a contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this IFB. Unless waived in writing by **the Agency**, all subcontracts between the Contractor and subcontractors shall expressly name DOCCS as the sole intended third party beneficiary of such subcontract. **The Agency** reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make DOCCS a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against DOCCS.

The Agency reserves the right, at any time during the contract term to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this IFB.

The Contractor shall give the Agency immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under a contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of a contract.

If at any time during performance under the contract the total compensation to a subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

## 5.9. Debriefings

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by DOCCS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

## 5.10. Termination

**Mutual Consent:** All or any part of this Agreement may be terminated by mutual written

agreement of the contracting parties.

**Cause:** All or any part of this Agreement may be terminated immediately by the State, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Agreement.

**Convenience:** This Agreement may be terminated if the State deems that termination would be in the best interest of the State provided that the State shall give written notice to the Contractor not less than thirty (30) days prior to the date upon which termination shall become effective.

**Lack of Funds:** If for any reason the State or the Federal government terminates or reduces its appropriation or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Agreement, the Agreements may be terminated or reduced at DOCCS discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State. In any event, no liability shall be incurred by the State beyond monies available for the purposes of the Agreement. The Contractor acknowledges that any funds due to the State because of disallowed expenditures after audit shall be the Contractor's responsibility.

**State Finance Law § 139-k:** DOCCS reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract.

**Bankruptcy:** This Agreement may be deemed terminated immediately at the option of the State upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the State to the Contractor.

In the event of termination, the Contractor shall be entitled to compensation for Services performed through the date of termination which are acceptable to DOCCS, in DOCCS sole discretion. In the event that a part of this agreement is terminated, the Contractor shall be entitled to compensation for non-terminated Services which are acceptable to DOCCS, in its sole discretion.

### **5.11. Procurement Lobbying Termination**

The Agency reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Agency may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

### **5.12. Termination For Violation of Revised Tax Law 5a**

NYS DOCCS reserves the right to terminate this contract in the event it is found that the

certification filed by the Contractor in accordance with § 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, (facility name) may exercise its termination right by providing written notification to the Contractor.

### **5.13. New York State Vendor File Registration**

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company and to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Bid Signature Page. Authorized resellers already registered should list the ten-digit vendor ID number along with the authorized reseller information.

If the Bidder is not currently registered in the Vendor File and is recommended for award, DOCCS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: [www.osc.state.ny.us/state-vendors/portal/enroll-vendor-self-service-portal](http://www.osc.state.ny.us/state-vendors/portal/enroll-vendor-self-service-portal). Complete form at: [www.osc.state.ny.us/vendors/forms/ac3237s\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf).

### **5.14. NYS Vendor Responsibility Questionnaire**

The Agency conducts a review of prospective Contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non- construction contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the “Questionnaire.” The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire when making its responsibility determination.

The Agency recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at

the Office of the State Comptroller's (OSC) website, [www.osc.state.ny.us/state-vendors](http://www.osc.state.ny.us/state-vendors) or to enroll, go directly to the VendRep System online at: [www.osc.state.ny.us/state-vendors/portal/enroll-vendor-self-service-portal](http://www.osc.state.ny.us/state-vendors/portal/enroll-vendor-self-service-portal).

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at [www.osc.state.ny.us/online-services/get-help-businesses-and-governments](http://www.osc.state.ny.us/online-services/get-help-businesses-and-governments)

Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: [www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms](http://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms)

The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to the vendor's responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility.

To assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date.

A Bidder's Questionnaire cannot be viewed by the Agency until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Agency may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Agency, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Agency, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Agency issues a written notice authorizing a resumption of performance under the Contract.

### **5.15. M/WBE and EEO Requirements**

Contractor requirements and procedures for participation by New York state certified minority and women-owned business enterprises and equal employment opportunities for minority group members and women

New York State Law: Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations DOCCS is required

to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of DOCCS contracts.

### Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 0 percent for MWBE participation, 0 percent for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and 0 percent for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the bidder agrees that DOCCS may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how DOCCS will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The bidder understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

In accordance with 5 NYCRR § 142.13, the bidder further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this solicitation, such finding constitutes a breach of contract and DOCCS may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a bidder may arrange to provide such evidence via a non-electronic method by contacting the designated contact(s) for this procurement. Additionally, a bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

1. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOCCS for review and approval.

DOCCS will review the submitted MWBE Utilization Plan and advise the bidder of DOCCS acceptance or issue a notice of deficiency within 30 days of receipt.

2. If a notice of deficiency is issued, the bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to DOCCS, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the bidder and direct the bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

DOCCS may disqualify a bidder as being non-responsive under the following circumstances:

- a) If a bidder fails to submit an MWBE Utilization Plan;
- b) If a bidder fails to submit a written remedy to a notice of deficiency;
- c) If a bidder fails to submit a request for waiver; or
- d) If DOCCS determines that the bidder has failed to document good faith efforts.

The successful bidder will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOCCS, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful bidder will be required to submit a quarterly (non-construction) or monthly (construction) M/WBE Contractor Compliance & Subcontractor Payment Report to DOCCS, by the 10th day following each end of quarter/month as applicable over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

### **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the bidder agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The bidder is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the bidder, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The bidder will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement to DOCCS with its bid or proposal.



If awarded a Contract, bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by DOCCS on a quarterly or monthly basis as required during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

### **5.16. Service-Disabled Veteran-Owned Business**

Veterans’ Services Law article 3, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. The Agency recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the Agency contracts. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the Agency conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>.

Bidder/Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or <https://ogs.ny.gov/veterans> to discuss methods of maximizing participation by SDVOBs on the Contract.

### **5.17. Contractor Insurance Requirements**



Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, DOCCS Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements. Such Certificates shall be of a form and substance acceptable to DOCCS.

Certificate acceptance and/or approval by DOCCS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

Contractors shall be required to procure, at their sole cost and expense, and shall always maintain in force during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Section. All insurance required by this Section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. DOCCS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to DOCCS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to DOCCS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by DOCCS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

#### **5.17.1. General Conditions Applicable to Insurance**

All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

1. **Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B Insurance Requirements below.
2. **Policy Forms.** Except as otherwise specifically provided herein or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Section shall be written on an occurrence basis.
3. **Certificates of Insurance/Notices.** Bidders and Contractors shall provide DOCCS with a Certificate or Certificates of Insurance, in a form satisfactory to DOCCS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number

and shall name The New York State Department of Corrections and Community Supervision, Harriman Campus, 1220 Washington Avenue, Albany, New York 12226-2050, as the certificate holder.

### **Certificates of Insurance shall**

- Be in the form acceptable to DOCCS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and any Contract resulting from this Solicitation by award number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.
- Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.
- DOCCS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although DOCCS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by DOCCS. If an entire insurance policy is submitted but not requested, DOCCS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by DOCCS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.
  1. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of all applicable Contractor's insurance, including any umbrella and/or excess policies, and shall not contribute with the Bidder/Contractor's insurance.
  2. **Breach for Lack of Proof of Coverage.** The failure to comply with the

requirements of this Section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

3. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from DOCCS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request. If the Contractor is unable to meet their obligation under any deductible, self-insured retention or self-insurance, neither the People of the State of New York nor DOCCS will be obligated to drop down to cover those amounts.
4. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Section and maintain the same in force during the term of any work performed by that Subcontractor.
5. **Waiver of Subrogation.** For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
6. **Additional Insured.** The Contractor shall cause to be included in each of

the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds: The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to DOCCS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Section had the Contractor obtained such insurance policies.

7. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies; however, a minimum of one million dollars (\$1,000,000.00) must be primary coverage for general liability and auto liability. All Contractor's applicable insurance policies, including umbrella and excess insurance, will be primary to any insurance, self-insurance, deductible or self-insured retention of The People of the State of New York, the New York State Department of Corrections and Community Supervision, or any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.
8. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide DOCCS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.
9. **Policy Renewal/Expiration.** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to DOCCS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to DOCCS, the

Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by DOCCS.

**10. Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the DOCCS Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to DOCCS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days
- For information on self-insurance or self-retention programs: 15 calendar days
- For other requested documentation evidencing coverage: 15 calendar days
- For additional insured and waiver of subrogation endorsements: 30 calendar days Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to DOCCS, DOCCS shall extend the time period for a reasonable period under the circumstances, but in no event, shall the extension exceed 30 calendar days.

**5.17.2. Insurance Requirements**

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
<b>Commercial General Liability</b>	Not less than \$1,000,000 each occurrence	Upon tentative award and updated in accordance with Contract
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
<b>Crime Insurance</b>	Not less than \$1,000,000 each occurrence	
<b>Business Automobile Liability Insurance</b>	Not less than \$2,000,000 each occurrence	
<b>Professional Liability/Errors and Omissions</b>	Not less than \$1,000,000 each occurrence	

<b>Aggregate</b>	\$2,000,000	
<b>Date Breach/Cyber Liability</b>	Not less than \$1,000,000 each occurrence	
<b>Workers' Compensation</b>	C-105.2, SI-12, U26.3 or GSI-105.2 (acceptable forms)	Contact your Ins. Carrier or licensed
<b>Disability Benefits</b>	DB-120.1 or DB-155 (acceptable forms)	NYS insurance agent for these forms.

1. **Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) [and explosion, collapse & underground coverage].

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

1. General Aggregate
2. Products – Completed Operations Aggregate
3. Personal and Advertising Injury
4. Each Occurrence
5. Coverage shall include, but not be limited to, the following:
6. Premises liability;
7. Independent contractors;
8. Blanket contractual liability, including tort liability of another assumed in a contract;
9. Defense and/or indemnification obligations, including obligations assumed under the Contract;
10. Cross liability for additional insureds;
11. Products/completed operations for a term of no less than three [1-3] years, commencing upon acceptance of the work, as required by the Contract;
12. [Explosion, collapse and underground hazards; and
13. Contractor means and methods.

2. **Business Automobile Liability Insurance:** Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under

the Contract on a form provided by DOCCS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to DOCCS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does subcontract, hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor, subcontractor or owner of the automobile(s) must: (i) obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by DOCCS. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Section and provide proof of such coverage to DOCCS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

3. **Crime Insurance:** If providing services on-site, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:
- ✓ The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
  - ✓ The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
  - ✓ Any warranties required by the Contractor’s insurer as a result of the Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of this Contract.
  - ✓ The policy shall include coverage for third party fidelity and name “The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use this Contract as an Authorized User and their officers, agents, and employees” as “Loss Payees” for all third-party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
  - ✓ The policy shall not contain a condition requiring an arrest and conviction.
  - ✓ The policy shall include coverage for computer crime/fraud.

4. **Professional Errors and Omissions:** If providing professional occupation job titles, the Contractor shall maintain Professional Liability insurance.
  1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
  2. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to DOCCS prior to the policy's expiration or cancellation.
  3. The policy shall cover professional misconduct for lack of ordinary skill for those positions defined in the Scope of Services of this Contract.
  4. If such professional title includes computer related services, coverage must include the following (is not limited to): consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.
5. **Data Breach/Cyber Insurance:** Contractor is required to maintain during the term of this contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Authorized Users' system due to the actions of the Contractor which results in unauthorized access to the Authorized User(s) or their data.
6. **Workers' Compensation Insurance and Disability Benefits Requirements:**

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to DOCCS. Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to DOCCS at the time of Bid submission, policy renewal, contract renewal, and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board.

**An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with Workers' Compensation Coverage



**Requirements:**

1. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
2. Form C-105.2 (9/07), Certificate of Workers' Compensation Insurance, sent to DOCCS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to DOCCS upon request from the Contractor; or
3. Form SI-12, Certificate of Workers' Compensation Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
4. Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.

**Proof of Compliance with Disability Benefits Coverage Requirements:**

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to DOCCS by the Contractor's insurance carrier upon request; or
- Form DB-102.2, Certificate of Participation in Disability or Disability and Paid Family Leave Benefits Group Self-Insurance; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, [www.wcb.ny.gov](http://www.wcb.ny.gov). Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

**Workers' Compensation:**

[www.wcb.ny.gov/content/onlineforms/obtainC105.jsp](http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp)

**Disability Benefits:**

<http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>

**Exemption:**

[http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

## **5.18. Non-Disclosure/Confidentiality Requirements**

The winning Bidder(s) will be required to sign a non-disclosure agreement which can be

found in Attachment F – Legal Forms.

### **5.19. Ethics Compliance**

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

### **5.20. Indemnification**

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

### **5.21. Non-collusive Bidding Certification**

In accordance with New York State Finance Law §139-d, by submitting its bid each Bidder and each person signing on behalf of any other 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 his or her knowledge and belief:

1. 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;
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.

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance law Section 139-d(1)(b).

## **5.22. Encouraging Use of New York State Subcontractors and Suppliers**

In an ongoing effort to use New York State (NYS) businesses, the Agency encourages Bidders to partner with NYS subcontractors and/or suppliers. For this solicitation, Bidders should identify the NYS businesses that they plan to use if awarded the contract resulting from this solicitation by completing the form entitled *Encouraging Use of New York State Businesses in Contract Performance* (Attachment F – Legal Forms).

If known, please identify the businesses and attach the requested information. Return the completed form with your proposal. If you do not plan to partner with a NYS business, please indicate this on the form and return it with your proposal.

## **5.23. State Finance Law Consultant Disclosure Provisions**

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment from Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The successful bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

State Consultant Services Form A Contractor's Planned Employment and Form B Contractor's Annual Employment Report may be accessed electronically at:

<http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and  
<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>

## **5.24. Executive Order Number 177**

Bidders must review Executive Order 177 prior to submitting bids. You may access the executive order on the Governor's website:

<https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO177.pdf>

## **5.25. Executive Order Number 16**

Bidders must review Executive Order 16 prior to submitting bids. You may access the executive order on the Governor's website: <https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting>

Bidders shall complete the EO16 Certification form located in Attachment 2 as evidence of compliance with the foregoing and submit with bid.

## **5.26. Sexual Harassment Prevention**

Pursuant to New York State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification 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 New York State Labor Law § 201-g: <https://www.nysenate.gov/legislation/laws/LAB/201-G>

New York State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of New York State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>

Pursuant to New York State Finance Law § 139-I, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, DOCCS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

## **5.27. Public Officers Law**

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York

Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

## **5.28. References**

As per the "Vendor Responsibility Disclosure" clause, bidders may be required to provide references of the bidder's largest customers. References shall be commercial or governmental accounts, and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The references shall include the:

1. Name, address, contact person, telephone number, fax number, and number of years bidder has serviced the referenced account;
2. Volume of business performed within the past three years for each referenced account.

## **5.29. Financial Stability**

As per the "Vendor Responsibility Disclosure" clause, bidder may be required to document its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

## **5.30. Preferred Source Note**

All bidders should note that certain legally established preferred source suppliers, such as Correctional Industries (Corcraft), New York State Preferred Source Program For People Who Are Blind, and NYS Industries for the Disabled have expressed an interest in supplying products/services covered by this solicitation. Therefore, one or more of these suppliers may be designated as a "Preferred Source" and as a result, we may issue no award for the products/services affected.

# **ATTACHMENT A – Appendix A Standard Clauses**

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor 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 New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of an appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency 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 state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, 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.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

# **ATTACHMENT B – Sample Transcripts**

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## **SAMPLE TRANSCRIPTS**

- B1 – Board Interviews including initial, reappearance, recession, DeNovo and medical
- B2 – Revocation Hearings including preliminary and final
  - B2.1 – Virtual Reporter
  - B2.2 – Digital Reporter
- B3 – Victim Impact Statements
  - B3.1 – Virtual Reporter

**Attachment B1 - Board Interviews (including rescission hearings and medical)**

DOE, JOHN 00000000Y 00X0001

1

1 STATE OF NEW YORK EXECUTIVE DEPARTMENT - BOARD OF PAROLE  
2 \*\*\*\*\*  
3 PAROLE BOARD INTERVIEW  
4 In the Matter of  
5 **JOHN DOE**  
6 DIN NO. 00X0001  
7 NYSID NO. 00000000Y  
8 \*\*\*\*\*  
9 TYPE OF INTERVIEW: Initial Appearance  
10 LOCATION: Five Points Correctional Facility  
11 Video-conferenced to  
12 Central Office  
13 W.A. Harriman Campus  
14 Albany, NY 12226  
14 INTERVIEW DATE: Tuesday, January 3, 2023  
15  
16 BEFORE: COMMISSIONER TANYA ACKER  
17 COMMISSIONER PATRICIA DIMANGO  
18 COMMISSIONER MICHAEL CORRIERO  
18 AT FACILITY: H.D. Sanders, SORC  
19  
20 HEARING REPORTER: Charles J.H. Dickens  
21  
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1 I will support my dependent children.

2 I will participate in anti-aggression/anti-violence  
3 counseling, as directed by the PAROLE OFFICER.

4 I will cooperate with a mental health evaluation  
5 referral and follow-up treatment, as directed by the PAROLE  
6 OFFICER.

7 I will comply with any Geographic Restrictions imposed  
8 by the PAROLE OFFICER.

9 I will not associate in any way or communicate by any  
10 means with other(s) [see file] without the permission of the  
11 PAROLE OFFICER.

12 I will NOT be a member of any gang or associate with any  
13 known gang member or attend any gang activity or function. I  
14 will not wear, display, possess, distribute, or use any gang  
15 insignia or material.

16 (All Commissioners concur.)

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CERTIFICATION

I, Charles J.H. Dickens, Court Reporter and Notary Public, in and for the State of New York, do hereby certify that I attended the foregoing proceedings, took stenographic notes of the same, that the foregoing, consisting of 16 pages, is a true and correct copy of same and the whole thereof.

Dated: January 13th, 2023

*Charles J.H. Dickens*

-----

Charles J.H. Dickens, Court Reporter

# B2 Revocation Hearings (in-person reporter)

Attachment B2 - Revocation Hearing (preliminary and final) in-person

DOE, JOHN 00000000Y 00X0001

1

1 STATE OF NEW YORK EXECUTIVE DEPARTMENT - BOARD OF PAROLE

2 \*\*\*\*\*

3 In the Matter of

4 JOHN DOE

5 NYSID NO. 00000000Y

6 DIN NO. 00X0001

7 CASE NO. A123456

8 WARRANT NO. 0123456

9 INSTITUTION: LONDON COUNTY C.F.

10 \*\*\*\*\*

11 TYPE OF HEARING: Final Revocation Hearing

12

13 LOCATION: LONDON COUNTY COURTHOUSE  
London, New York

14

15 DATE: January 3, 2023

16 Start Time: 9:30 a.m.

17 BEFORE: JOHN JAY,  
Administrative Law Judge

18

19

20 APPEARANCES: ARABELLA MANSFIELD,  
Parole Revocation Specialist

21

22 ATTICUS FINCH, ESQ.,  
Attorney for the Parolee

23 JOHN DOE, Parolee

24

25 HEARING REPORTER: THOMAS GRUNEY

**SHORTHAND, LLC**

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CERTIFICATION

I, Thomas Gruney, Court Reporter and Notary Public, in and for the State of New York, do hereby certify that I attended the foregoing proceedings, took stenographic notes of the same, that the foregoing, consisting of 3 pages, is a true and correct copy of same and the whole thereof.

Dated this 3rd day of January, 2023.

*Thomas Gruney*

-----  
Thomas Gruney, Court Reporter

## B2.1 Revocation Hearings (virtual reporter)

Attachment B2.1 - Revocation Hearing (preliminary and final) virtual

DOE, JOHN 00000000Y 00X0001

1

1 STATE OF NEW YORK EXECUTIVE DEPARTMENT - BOARD OF PAROLE

2 \*\*\*\*\*

3 In the Matter of

4 JOHN DOE

5 NYSID NO. 00000000Y

6 DIN NO. 00X0001

7 CASE NO. A123456

8 WARRANT NO. 0123456

9 INSTITUTION: LONDON COUNTY C.F.

10 \*\*\*\*\*

11 TYPE OF HEARING: Final Revocation Hearing

12

13 LOCATION: LONDON COUNTY COURTHOUSE  
London, New York

14

15 DATE: January 3, 2023

16 Start Time: 9:30 a.m.

17 BEFORE: JOHN JAY,  
Administrative Law Judge

18

19

20 APPEARANCES: ARABELLA MANSFIELD,  
Parole Revocation Specialist

21

22 ATTICUS FINCH, ESQ.,  
Attorney for the Parolee

23 JOHN DOE, Parolee

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25 HEARING REPORTER: THOMAS GRUNEY, virtually

**SHORTHAND, LLC**

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CERTIFICATION

I, Thomas Gruney, Court Reporter and Notary Public, in and for the State of New York, do hereby certify that I attended the foregoing proceedings virtually, took stenographic notes of the same, that the foregoing, consisting of 3 pages, is a true and correct copy of same and the whole thereof.

Dated this 3rd day of January, 2023.

*Thomas Gruney*

-----  
Thomas Gruney, Court Reporter

# B2.2 Revocation Hearings (Digital Reporter)

Attachment B2.2 - Revocation Hearing (preliminary and final) Digital Reporter

DOE, JOHN 00000000Y 00X0001

1

1 STATE OF NEW YORK EXECUTIVE DEPARTMENT - BOARD OF PAROLE

2 \*\*\*\*\*

3 In the Matter of

4 JOHN DOE

5 NYSID NO. 00000000Y

6 DIN NO. 00X0001

7 CASE NO. A123456

8 WARRANT NO. 0123456

9 INSTITUTION: LONDON COUNTY C.F.

10 \*\*\*\*\*

11 TYPE OF HEARING: Final Revocation Hearing

12

13 LOCATION: LONDON COUNTY COURTHOUSE  
London, New York

14

15 DATE: January 3, 2023

16 START TIME: 9:30 a.m.

17 BEFORE: JOHN JAY,  
Administrative Law Judge

18

19

20 APPEARANCES: ARABELLA MANSFIELD,  
Parole Revocation Specialist

21

22 ATTICUS FINCH, ESQ.,  
Attorney for the Parolee

23 JOHN DOE, Parolee

24 DIGITAL REPORTER: DOMINICK TURSI if the digital reporter  
25 HEARING REPORTER: THOMAS GRUNEY attended virtually, it must  
be noted after their name

**SHORTHAND, LLC**

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CERTIFICATION

I, Thomas Gruney, Court Reporter and Notary Public, in and for the State of New York, do hereby certify that I transcribed the foregoing proceedings and that the foregoing consisting of 4 pages is a true and accurate copy of same and the whole thereof.

Dated this 3rd day of January, 2023.

*Thomas Gruney*

-----  
Thomas Gruney, Court Reporter

### B3 Victim Impact Statements (in-person reporter)

Attachment B3 - Victim Impact Statements (in-person and telephonically)  
in-person reporter

DOE, JOHN                      00X0001                      1

1    STATE OF NEW YORK EXECUTIVE DEPARTMENT - BOARD OF PAROLE  
2    \*\*\*\*\*  
3    In the Matter of  
4    **JOHN DOE**  
5    DIN NO. 00X0001  
6    FACILITY: WOODBOURNE C.F.  
7    \*\*\*\*\*  
8    PROCEEDING:                      Victim Impact  
9  
10    LOCATION:                      Central Office  
11    W.A. Harriman State Campus  
12    Albany, New York  
13    DATE:                                      January 14, 2022  
14    START TIME:                      9:15 a.m.  
15    BEFORE:                                      COMMISSIONER BOB BARKER  
16    VICTIM:                                      Jane Doe  
17    APPEARANCES:                      Jen Smith, Wife  
18    Samantha Smith, Daughter  
19    Amy Smith, Sister  
20    Steven Smith, Brother  
21  
22    HEARING REPORTER:                      James T. Kirk  
23  
24  
25



1 allow this type of tragedy to happen to another family.  
2 Thank you in advance for your time and consideration.

3 COMMISSIONER BARKER: Thank you for that statement,  
4 also very powerful and also full of emotion. Before we  
5 conclude the record, does anybody have anything they want  
6 to add?

7 JEN SMITH: I don't and neither does Samantha.

8  
9 AMY SMITH: No.

10 COMMISSIONER BARKER: Well, then we'll conclude the  
11 record at this time. I wish you all so much comfort and  
12 I'm so, so sorry for your loss.

13 HEARING CONCLUDED

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**CERTIFICATION**

I, James T. Kirk, Court Reporter for the State of New York, do hereby certify that I attended the foregoing proceedings, took stenographic notes of the same, that the foregoing, is a true and correct copy of same and the whole thereof.

Dated: Wednesday, January 26th, 2022

*James Kirk*

\_\_\_\_\_  
James T. Kirk, Court Reporter

### B3.1 Victim Impact Statements (virtual reporter)

Attachment B3.1 - Victim Impact Statements (in-person and telephonically)  
virtual reporter

DOE, JOHN                      00X0001                      1

1     STATE OF NEW YORK EXECUTIVE DEPARTMENT - BOARD OF PAROLE

2     \*\*\*\*\*

3                                      In the Matter of

4                                      **JOHN DOE**

5                                      DIN NO. 00X0001

6                                      FACILITY: WOODBOURNE C.F.

7     \*\*\*\*\*

8     PROCEEDING:                      Victim Impact

9

10    LOCATION:                      Central Office  
11                                      W.A. Harriman State Campus  
12                                      Albany, New York  
   Taken Via Teleconference

13    DATE:                              January 14, 2022

14    START TIME:                      9:15 a.m.

15    BEFORE:                              COMMISSIONER BOB BARKER

16    VICTIM:                              Jane Doe

17    APPEARANCES:                      Jen Smith, Wife  
18                                      Samantha Smith, Daughter  
19                                      Amy Smith, Sister  
   Steven Smith, Brother

20

21    HEARING REPORTER:                      James T. Kirk, virtually

22

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1 allow this type of tragedy to happen to another family.  
2 Thank you in advance for your time and consideration.

3 COMMISSIONER BARKER: Thank you for that statement,  
4 also very powerful and also full of emotion. Before we  
5 conclude the record, does anybody have anything they want  
6 to add?

7 JEN SMITH: I don't and neither does Samantha.

8  
9 AMY SMITH: No.

10 COMMISSIONER BARKER: Well, then we'll conclude the  
11 record at this time. I wish you all so much comfort and  
12 I'm so, so sorry for your loss.

13 HEARING CONCLUDED

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**CERTIFICATION**

I, James T. Kirk, Court Reporter for the State of New York, do hereby certify that I attended the foregoing proceedings virtually, took stenographic notes of the same, that the foregoing, is a true and correct copy of same and the whole thereof.

Dated: Wednesday, January 26th, 2022

*James Kirk*

\_\_\_\_\_  
James T. Kirk, Court Reporter

# **ATTACHMENT C – Cost Sheet**

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## **COST SHEET**

**Attachment C – Cost Sheet**  
**NYS Department of Corrections and Community Supervision**  
**IFB 2023-09 Hearing Reporter & Emergency Transcription Services**

Bidders Name: \_\_\_\_\_

Bidder must submit pricing per page for all price lines within a Catchment Area being bid on to be considered for contract award.

Bid price shall be inclusive of all costs; including but not necessarily limited to: labor, materials, parts, supplies, transportation, travel, permits, licenses, insurance, administrative, all overhead costs and profit, ancillary costs, and miscellaneous charges such as any applicable taxes or fees and services not explicitly stated in these specifications, but necessarily attendant thereto.

Bidder must not make modifications or exceptions within the cost sheet.

<b>Catchment Area 1</b>	Price Per Page	Estimated Pages*	Total
\$/page (10-day)	\$ _____	x 45, 000	\$ _____
\$/page (3-day)	\$ _____	x 2,500	\$ _____
\$/page (1-day)	\$ _____	x 500	\$ _____
<b>Annual Grand Total Catchment 1</b>			\$ _____

<b>Catchment Area 2</b>	Price Per Page	Estimated Pages*	Total
\$/page (10-day)	\$ _____	x 45, 000	\$ _____
\$/page (3-day)	\$ _____	x 2,500	\$ _____
\$/page (1-day)	\$ _____	x 500	\$ _____
<b>Annual Grand Total Catchment 2</b>			\$ _____

<b>Catchment Area 3</b>	Price Per Page	Estimated Pages*	Total
\$/page (10-day)	\$ _____	x 15, 000	\$ _____
\$/page (3-day)	\$ _____	x 2,500	\$ _____
\$/page (1-day)	\$ _____	x 500	\$ _____
<b>Annual Grand Total Catchment 3</b>			\$ _____

\*Page numbers are estimates only. Actuals may be higher or lower. Payment will be made on actuals only.

<b>Catchment Area 4</b>	Price Per Page	Estimated Pages*	Total
\$/page (10-day)	\$ _____	x 45, 000	\$ _____
\$/page (3-day)	\$ _____	x 2,500	\$ _____
\$/page (1-day)	\$ _____	x 500	\$ _____
<b>Annual Grand Total Catchment 4</b>			\$ _____

<b>Catchment Area 5</b>	Price Per Page	Estimated Pages*	Total
\$/page (10-day)	\$ _____	x 45, 000	\$ _____
\$/page (3-day)	\$ _____	x 2,500	\$ _____
\$/page (1-day)	\$ _____	x 500	\$ _____
<b>Annual Grand Total Catchment 5</b>			\$ _____

<b>Catchment Area 6</b>	Price Per Page	Estimated Pages*	Total
\$/page (10-day)	\$ _____	x 45, 000	\$ _____
\$/page (3-day)	\$ _____	x 2,500	\$ _____
\$/page (1-day)	\$ _____	x 500	\$ _____
<b>Annual Grand Total Catchment 6</b>			\$ _____

<b>Catchment Area 7</b>	Price Per Page	Estimated Pages*	Total
\$/page (10-day)	\$ _____	x 50, 000	\$ _____
\$/page (3-day)	\$ _____	x 2,500	\$ _____
\$/page (1-day)	\$ _____	x 500	\$ _____
<b>Annual Grand Total Catchment 7</b>			\$ _____

\*Page numbers are estimates only. Actuals may be higher or lower. Payment will be made on actuals only.





<b>Catchment Area 8</b>	Price Per Page	Estimated Pages*	Total
\$/page (10-day)	\$ _____	x 20, 000	\$ _____
\$/page (3-day)	\$ _____	x 2,500	\$ _____
\$/page (1-day)	\$ _____	x 500	\$ _____
<b>Annual Grand Total Catchment 8</b>			\$ _____

<b>Catchment Area 9</b>	Price Per Page	Estimated Pages*	Total
\$/page (10-day)	\$ _____	x 25, 000	\$ _____
\$/page (3-day)	\$ _____	x 2,500	\$ _____
\$/page (1-day)	\$ _____	x 500	\$ _____
<b>Annual Grand Total Catchment 9</b>			\$ _____

<b>Catchment Area 10</b>	Price Per Page	Estimated Pages*	Total
\$/page (10-day)	\$ _____	x 70, 000	\$ _____
\$/page (3-day)	\$ _____	x 3,500	\$ _____
\$/page (1-day)	\$ _____	x 1000	\$ _____
<b>Annual Grand Total Catchment 10</b>			\$ _____

<b>Catchment Area 11</b>	Price Per Page	Estimated Pages*	Total
\$/page (10-day)	\$ _____	x 25, 000	\$ _____
\$/page (3-day)	\$ _____	x 2,500	\$ _____
\$/page (1-day)	\$ _____	x 500	\$ _____
<b>Annual Grand Total Catchment 11</b>			\$ _____

\*Page numbers are estimates only. Actuals may be higher or lower. Payment will be made on actuals only.

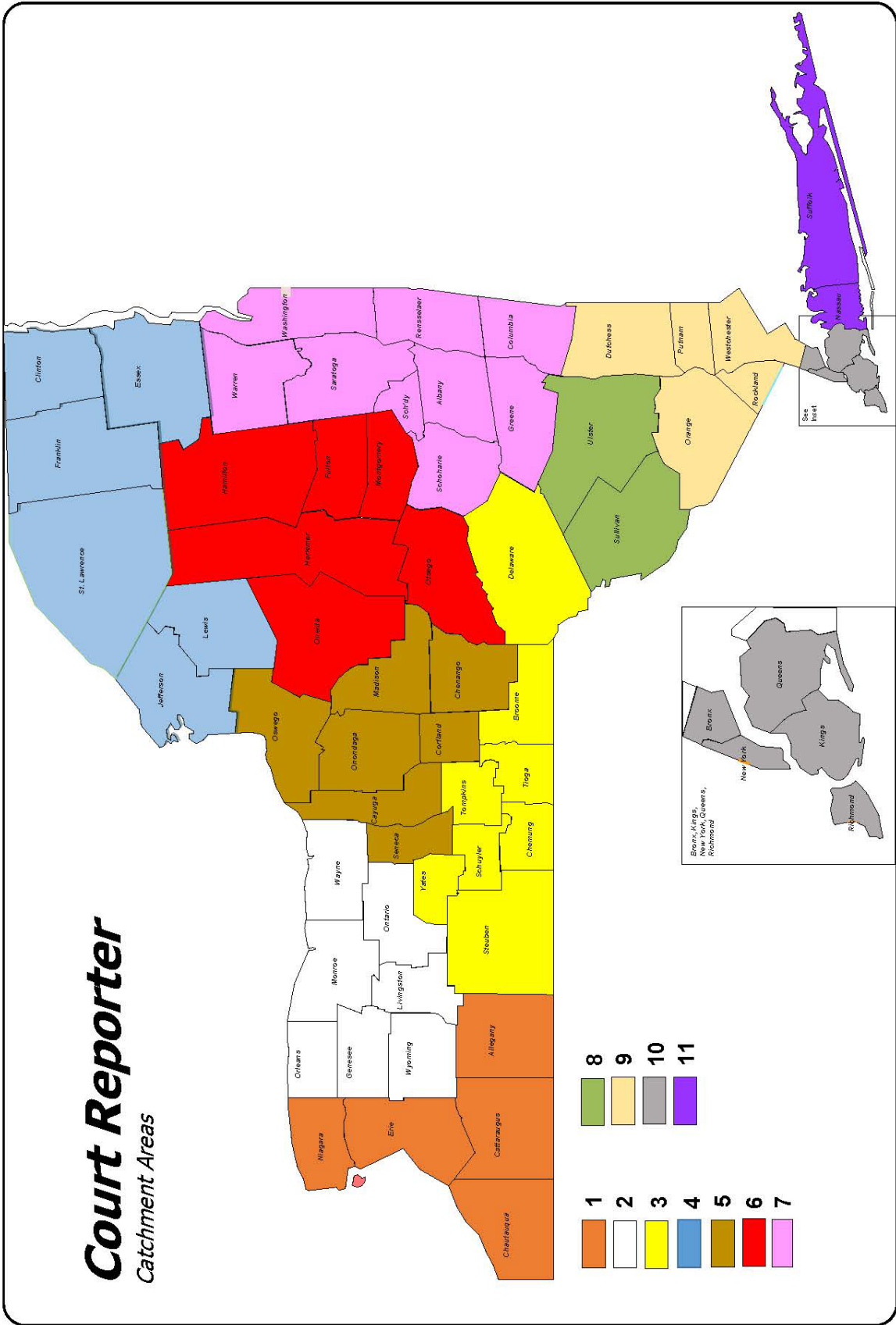
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# **ATTACHMENT D – Catchment Area Map**

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## **CATCHMENT AREA MAP**

# Court Reporter Catchment Areas



# **ATTACHMENT E – Facility Listings**

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## **FACILITY LISTINGS**

1. State Correctional Facility Listings
  2. County Jail Listings
  3. County Courthouse Listings
  4. DOCCS Community Supervision Area Office Listings
-

## **COUNTY COURTHOUSES BY JUDICIAL DISTRICT**

### **1<sup>st</sup> Judicial District – New York County**

New York County Criminal Court, 100 Centre St, New York, NY

### **2<sup>nd</sup> Judicial District**

Kings County Criminal Court, 120 Schermerhorn St., Brooklyn, NY

### **3<sup>rd</sup> Judicial District- Albany, Columbia, Greene, Rensselaer, Schoharie, Sullivan, & Ulster**

Schoharie County Courthouse, 290 Main Street, Schoharie, NY  
Schoharie County Courthouse, 290 Main Street, Schoharie, NY  
Albany County Courthouse, Room 102, 16 Eagle Street Albany, NY  
Albany County Judicial Center, 6 Lodge Street, Albany NY  
Rensselaer County Court, 80 Second Street, Troy, NY  
Rensselaer City Court, 62 Washington Street, Rensselaer  
Troy City Court, 51 State Street, Troy NY  
Greene County Court, 320 Main Street, Catskill, NY  
Columbia County Courthouse, 401 Union Street, Hudson, NY  
Ulster County Courthouse, 285 Wall Street, Kingston, NY

### **4<sup>th</sup> Judicial District- Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, St. Lawrence, Saratoga, Schenectady, Warren, & Washington**

Sullivan County Courthouse, 414 Broadway, Monticello, NY  
Montgomery County Court, 58 Broadway, Fonda, NY  
Schenectady County Judicial Building, 612 State Street, Schenectady, NY  
Schenectady County CAP Court, 320 Veeder Avenue, Schenectady, NY  
Johnstown City Court, 33-41 E. Main Street, Johnstown, NY  
Saratoga County Court, 30 McMaster Street, Ballston Spa, NY  
Warren County Court, 1340 State Route 9, Lake George  
Glens Falls City Court, City Hall, 42 Ridge Street, Glens Falls, NY  
Warren County CAP Court 1340 US 9, Lake George, NY  
Washington County Court, 383 Broadway, Fort Edward NY  
Hamilton County Court, 102 County View Drive, Lake Pleasant, NY  
Essex County Court, 7559 Court Street, Elizabethtown, New York  
St. Lawrence County Courthouse, 48 Court Street, Canton, NY  
Franklin County Courthouse, 355 West Main Street, Malone, NY

### **5<sup>th</sup> Judicial District- Herkimer, Jefferson, Lewis, Oneida, Onondaga, and Oswego**

Clinton County Court 137 Margarete Street, Plattsburgh, NY  
Onondaga County Courthouse, 401 Montgomery St, Syracuse, NY  
Onondaga County Criminal Court, 505 South State Street, Syracuse, NY  
Oswego County Courthouse 25 East Oneida Street, Oswego, NY  
Pulaski Courthouse, 2 Broad Street, Pulaski, NY  
Oswego County Public Safety Building, 39 Churchill Rd, Oswego, NY  
Oneida County Courthouse 200 Elizabeth Street, Utica, NY  
Sherrill City Court 373 Sherrill Road, Sherrill, NY

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EEOCRC (12/18)

Photocopy Locally as Needed

Herkimer County Court, 301 N. Washington Street, Herkimer, NY

Lowville Town/Village Court, 5535 Bostwick St., Lowville

Jefferson County Court, State Office Building, 17 Washington St., Watertown, NY

**6<sup>th</sup> Judicial District- Broome, Chemung, Chenango, Cortland, Delaware, Madison, Otsego, Schuyler, Tioga, & Tompkins**

Madison County Courthouse, 138 North Court Street, Wampsville, NY

Otsego County Supreme Court, 32 Chestnut Street, Cooperstown, NY

Otsego County Court, 197 Main Street, Cooperstown, NY

Delaware County Courthouse, 3 Court Street #1, Delhi, NY

Chenango County Courthouse, West Park Place Norwich, NY

Broome County Court, 92 Court Street, Binghamton, NY

Town of Binghamton Court, 279 Park Avenue, Binghamton, New York

Homer Town Court 4 Water Street, Homer, NY

Tioga County Courthouse, 20 Court Street, Owego, NY

Tompkins County Courthouse, 320 North Tioga Street, Ithaca, NY

Schuyler County Courthouse, 105 9th Street, Watkins Glen, NY

Chemung County Court, 203-205 Lake Street, Hazlett Building, Elmira, NY

**7<sup>th</sup> Judicial District - Cayuga, Livingston, Monroe, Ontario, Seneca, Steuben, Wayne, & Yates**

Monroe County Hall of Justice, 99 Exchange Blvd., Rochester, NY

Wayne County Hall of Justice, 54 Broad Street, Lyons, NY

Ontario County Court, 27 North Main Street, Canandaigua, NY

Canandaigua City Courthouse, 2 North Main Street, Canandaigua, NY

Livingston County Courthouse, 2 Court Street, Geneseo, NY

Yates County Court, 415 Liberty Street, Penn Yan, NY

Seneca County Courthouse, 48 W. Williams Street, Waterloo, NY

Cayuga County Court, 152 Genesee Street, Auburn,

Steuben County Courts, 3 East Pulteney Square, Bath, NY

Hornell City Court, 82 Main Street, Suite 101, Hornell, NY

**8<sup>th</sup> Judicial District - Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, & Wyoming**

Chautauqua County Courthouse, 1 North Erie Street, Mayville, NY

Cattaraugus County Courthouse, 303 Court Street, Little Valley, NY

Erie County Courthouse, 92 Franklin Street, Buffalo, NY

Niagara Falls City Court, 1925 Main St, Niagara Falls, NY

Orleans County Courthouse, 1925 Main St, Niagara Falls, NY

Genesee County Supreme Court, 1 West Main Street, Batavia, NY

Wyoming County Court, 147 North Main Street, Warsaw, NY

Allegany County Court: 7 Court Street, Belmont, NY

**9<sup>th</sup> Judicial District - Dutchess, Orange, Putnam, Rockland, & Westchester**

Dutchess County Courthouse, 10 Market Street Poughkeepsie, NY

Orange County Government Center, 285 Main Street, Goshen, NY

Rockland County Supreme Court: 1 South Main Street, New City, NY

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EEOCRC (12/18)

Photocopy Locally as Needed

White Plains City Court, 77 South Lexington Avenue, White Plains, NY  
Putnam County Court, 40 Gleneida Avenue, Carmel, NY

### **10<sup>th</sup> Judicial District – Nassau & Suffolk**

Nassau County District Court, 99 Main Street, Hempstead, NY  
Suffolk County District Court, 400 Carleton Avenue, Central Islip, NY

### **11<sup>th</sup> Judicial District – Queens**

Queens County Criminal Court, 125-01 Queens Blvd, Kew Garden, NY

### **12<sup>th</sup> Judicial District – Bronx**

Bronx County Criminal Court, 265 East 161<sup>st</sup> St, Bronx, NY

### **13<sup>th</sup> Judicial District – Richmond (Staten Island)**

Richmond County Criminal Court, 26 Central Ave, Staten Island, NY

## **COUNTY JAILS**

Albany County Jail & Pen, 840 Albany-Shaker Road, Albany, NY  
Allegany County Jail, 4884 State Route 19, Belmont, NY  
Broome County Correctional Facility, 155 Lt. VanWinkle Drive, Binghamton, NY  
Cattaraugus County Jail, 301 Court Street, Little Valley, NY  
Cayuga County Jail, 7445 County House Road, Auburn, NY  
Chautauqua County Jail, 15 E. Chautauqua Street, Mayville, NY  
Chemung County Jail, 203-209 William Street, Elmira, NY  
Chenango County Jail, 279 County Road 46, Norwich, NY  
Clinton County Jail, 25 McCarthy Drive, Plattsburgh, NY  
Columbia County Jail, 85 Industrial Tract, Hudson, NY  
Cortland County Jail 54, Greenbush Street, Cortland, NY  
Delaware County Jail, 280 Phoebe Lane Suite 1, Delhi, NY  
Dutchess County Jail, 150 N. Hamilton Street, Poughkeepsie, NY  
Erie County Holding Center, 10 Delaware Avenue, Buffalo, NY  
Erie County Correctional Facility, 11581 Walden Avenue, Alden, NY  
Essex County Jail, 702 Stowersville Rd, Lewis, NY  
Franklin County Jail, 45 Bare Hill Road, Malone, NY  
Fulton County Jail, 2710 State Highway 29, Johnstown, NY  
Genesee County Jail, 14 W. Main Street, Batavia, NY  
Greene County Jail, 45 Haverly Memorial Drive, Coxsackie, NY  
Hamilton County Jail, South Shore Road, Lake Pleasant, NY  
Herkimer County Jail, 11 Middleville Road, Herkimer NY  
Jefferson County Jail, 753 Waterman Drive, Watertown, NY  
Lewis County Jail, Outer Stowe Street, Lowville, NY  
Livingston County Jail, 4 Court Street, Geneseo, NY  
Madison County Jail, N. Court Street, Wampsville, NY  
Monroe County Jail, 130 Plymouth Avenue South, Rochester, NY  
Montgomery County Jail, 200 Clark Drive, Fultonville, NY  
Nassau County Jail, 100 Carmen Avenue, East Meadow, NY

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EEOCRC (12/18)

Photocopy Locally as Needed

Niagara County Jail, 5526 Niagara Street Ext., Lockport, NY  
Oneida County Jail, 6075 Judd Road, Oriskany, NY  
Onondaga County Justice Center, 555 S. State Street, Syracuse, NY  
Onondaga County Correction Department, 6660 E Seneca Turnpike, Jamesville, NY  
Ontario County Jail, 3045 County Complex Drive, Canandaigua, NY  
Orange County Jail, 110 Wells Farm Road, Goshen, NY  
Orleans County Jail, 13295 State Route 31, Suite 400, Albion, NY  
Oswego County Jail, 39 Churchill Road, Oswego, NY  
Otsego County Jail, 172 County Highway 33 West, Cooperstown, NY  
Putnam County Jail, Three County Center, Carmel, NY  
Rensselaer County Jail, 4000 Main Street, Troy, NY  
Rockland County Jail, 55 New Hempstead Road, New City, NY  
St. Lawrence County Jail, 17 Commerce Lane, Canton, NY  
Saratoga County Jail, 6010 County Farm Road, Ballston Spa, NY  
Schenectady County Jail, 320 Veeder Avenue, Schenectady, NY  
Schoharie County Jail, Depot Lane, Schoharie, NY  
Schuyler County Jail, 106 Tenth Street, Watkins Glen, NY  
Seneca County Jail, 44 W. Williams Street, Waterloo, NY  
Steuben County Jail, 7007 Rumsey Street Ext., Bath, NY  
Suffolk County Jail, 100 Center Drive, Riverhead, NY  
Sullivan County Jail, 58 Old Route 17, Monticello, NY  
Tioga County Jail, 103 Corporate Drive, Owego, NY  
Tompkins County Jail, 779 Warren Road, Ithaca, NY  
Ulster County Jail, 129 Schwenk Drive, Kingston, NY  
Warren County Jail, 1400 State Route 9, Lake George, NY  
Washington County Jail, 399 Broadway, Fort Edward, NY  
Wayne County Jail, 7368 Route 31, Lyons, NY  
Westchester County Jail, 10 Woods Rd, Valhalla, NY  
Wyoming County Jail, 151 N. Main Street, Warsaw, NY  
Yates County Jail, 227 Main Street, Penn Yan, NY

## **RIKERS ISLAND FACILITIES, EAST ELMHURST, NY**

Anna M. Kross Center (AMKC), 18-18 Hazen Street  
Eric M. Taylor Center (EMTC), 10-10 Hazen Street  
George Motchan Detention Center (GMDC), 15-15 Hazen Street  
George R. Vierno Center (GRVC), 09-09 Hazen Street  
James A. Thomas Center (JATC), 14-14 Hazen Street  
North Infirmary Command (NIC), 15-00 Hazen Street  
Otis Bantum Correctional Center (OBCC), 16-00 Hazen Street  
Robert N. Davoren Complex (RNDC), 11-11 Hazen Street  
Rose M. Singer Center (RMSC), 19-19 Hazen Street  
West Facility (WF), 16-06 Hazen Street

## **ADDITIONAL NYC DETENTION CENTERS**

Bellevue Hospital Prison Ward (BHPW), 462 1st Avenue, New York, NY 10016  
Brooklyn Detention Complex (BKDC), 275 Atlantic Avenue, Brooklyn, NY 11201  
Elmhurst Hospital Prison Ward (EHPW), 79-01 Broadway, Queens, NY 11370

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Photocopy Locally as Needed

Manhattan Detention Complex (MDC), 125 White Street, New York, NY 10013

Queens Detention Complex (QDC), 126-01 82nd Avenue, Kew Gardens, NY 11415

Vernon C. Bain Center (VCBC), 1 Halleck Street, Bronx, NY 10474

## **DOCCS REGIONAL OFFICES**

**Central Office** - 1220 Washington Avenue, Building 4, Harriman State Campus, Albany NY

**New York City/Long Island Region** - Manhattan, Kings, Bronx, Queens, Richmond, Nassau, Suffolk

Manhattan Area Office, 314 West 40th Street, New York, NY

Brooklyn Area Office, 15 Second Avenue, Brooklyn, NY

Bronx I Area Office, 82 Lincoln Avenue, Bronx, NY

Bronx II and IV Area Office, 14 Bruckner Boulevard, Bronx, NY

Bronx III Area Office, 79 Alexander Avenue, Bronx, NY

Bronx V Area Office, 26 Bruckner Boulevard, Bronx, NY

Queens Area Office, 92-36 Merrick Boulevard, Jamaica, NY

Staten Island Area Office, 146 Bay Street, Staten Island, NY

Nassau Area Office, 250 Fulton Avenue, Suite 110, Hempstead, NY

Suffolk Area Office, 550 Johnson Avenue, Bohemia, NY

**Central New York Region** - Cayuga, Chenango, Clinton, Cortland, Essex, Franklin, Hamilton, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Rensselaer, Seneca, St. Lawrence, Warren, Washington

NENY Area Office, 10 North Russell Road, Albany, NY

NENY/Plattsburgh Area Office, 41 Veterans Lane, Plattsburgh, NY

Syracuse Area Office, 333 East Washington Street, Syracuse, NY

Utica Area Office, 207 Genesee Street, 5th Floor, Utica, NY

Watertown Sub Area Office, 317 Washington Street, 6th Floor, Watertown, NY

**Hudson Valley Region** - Albany, Columbia, Dutchess, Fulton, Greene, Montgomery, Orange, Putnam, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Westchester

Albany Area Office, 10 North Russell Road, Albany, NY

New Rochelle Area Office, 3 Cottage Place, New Rochelle, NY

Poughkeepsie Area Office, 20 Manchester Road, Poughkeepsie, NY

Schenectady Area Office, 10 North Russell Road, Albany, NY

**Western NY Region** - Allegany, Broome, Cattaraugus, Chautauqua, Chemung, Delaware, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

Binghamton Area Office, 44 Hawley Street, Binghamton, NY

Buffalo Metro Area Office, 460 Main Street, Buffalo, NY

Elmira Area Office, 100 Ferris Street, Elmira, NY

Niagara Frontier Area Office, 1905 Buffalo Avenue, Niagara Falls, NY

Rochester Area Office, 350 South Avenue, Rochester, NY

## **DOCCS CORRECTIONAL FACILITIES**

Adirondack Correctional Facility, 196 Ray Brook Road, Ray Brook, NY (Essex County)

Albion Correctional Facility, 3595 State School Road, Albion, NY (Orleans County)

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Altona Correctional Facility, 55 Devils Den Road, Altona, NY Clinton County)  
Attica Correctional Facility, 639 Exchange St, Attica, NY (Wyoming County)  
Auburn Correctional Facility, 135 State Street, Auburn, NY (Cayuga County)  
Bare Hill Correctional Facility, 181 Brand Rd., Malone, NY Franklin County)  
Bedford Hills C.F., 247 Harris Road, Bedford Hills, NY (Westchester County)  
Cape Vincent C.F., 36560 State Route 12E, Cape Vincent, NY (Jefferson County)  
Cayuga Correctional Facility, 2202 State Route 38A, Moravia, NY (Cayuga County)  
Clinton Correctional Facility, 1156 Rt. 374, Dannemora, NY (Clinton County)  
Collins Correctional Facility, Middle Road, Collins, NY (Erie County)  
Coxsackie Correctional Facility, 11260 Route 9W, Coxsackie, NY (Greene County)  
Eastern NY Correctional Facility, 30 Institution Rd, Napanoch, NY (Ulster County)  
Edgecombe Correctional Facility, 611 Edgecombe Avenue, NY, NY (NY County)  
Elmira Correctional Facility, 1879 Davis St, Elmira, NY (Chemung County)  
Fishkill Correctional Facility, 18 Strack Drive, Beacon, NY (Dutchess County)  
Five Points Correctional Facility, 6600 State Route 96, Romulus, NY (Seneca County)  
Franklin Correctional Facility, 62 Bare Hill Road, Malone, NY (Franklin County)  
Gouverneur C.F., 112 Scotch Settlement Road, Gouverneur, NY (St. Lawrence County)  
Great Meadow C.F., 11739 State Route 22, Comstock, NY (Washington County)  
Green Haven Correctional Facility, 594 Rt. 216, Stormville, NY (Dutchess County)  
Greene Correctional Facility, 165 Plank Road, Coxsackie, NY (Greene County)  
Groveland Correctional Facility, 7000 Sonyea Road, Sonyea, NY (Livingston County)  
Hale Creek ASACTC, 279 Maloney Road, Johnstown, NY (Fulton County)  
Hudson Correctional Facility, 50 East Court Street, Hudson, NY (Columbia County)  
Lakeview Shock C. F., 9300 Lake Avenue, Brocton, NY (Chautauqua County)  
Marcy Correctional Facility, 9000 Old River Road, Marcy, NY (Oneida County)  
Mid-State Correctional Facility, 9005 Old River Road, Marcy, NY (Oneida County)  
Mohawk Correctional Facility, 6514 Rt. 26, Rome, NY (Oneida Count)  
Orleans Correctional Facility, 3595 Gaines Basin Road, Albion, NY (Orleans County)  
Otisville Correctional Facility, 57 Sanitorium Road, Otisville, (Orange County)  
Queensboro C.F., 47-04 Van Dam Street, Long Island City, NY (Queens County)  
Riverview C.F., 1110 Tibbits Drive, Ogdensburg, NY (St. Lawrence County)  
Shawangunk Correctional Facility, 200 Quick Road, Walkkill, NY (Ulster County)  
Sing Sing Correctional Facility, 354 Hunter Street, Ossining, NY (Westchester County)  
Sullivan Correctional Facility, 325 Riverside Drive, Fallsburg, NY (Sullivan County)  
Taconic Correctional Facility, 250 Harris Road, Bedford Hills, NY (Westchester County)  
Ulster Correctional Facility, 750 Berme Road, Napanoch, NY (Ulster County)  
Upstate Correctional Facility, 309 Bare Hill Road, Malone, NY (Franklin County)  
Walkkill Correctional Facility, 50 McKendrick Road, Walkkill, NY (Ulster County)  
Washington C.F., 72 Lock Eleven Lane, Comstock, NY (Washington County)  
Wende Correctional Facility, 3040 Wende Road, Alden, NY (Erie County)  
Woodbourne Correctional Facility, 99 Prison Road, Woodbourne, NY (Sullivan County)  
Wyoming Correctional Facility, 3203 Dunbar Road, Attica, NY (Wyoming County)

**Please Note:** This list of locations hearing may be needed at for proceedings is not exhaustive. Hospitals and other similar locations are not listed. Locations are subject to change as required by the authorized user.

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## **ATTACHMENT F – Legal Forms**

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### **LEGAL FORMS**

- **Encouraging Use of New York State Businesses in Contract Performance**
  - **Procurement Lobbying Certification**
  - **State Finance Law § 139-I Certification**
  - **Vendor Assurance of No Conflict of Interest or Detrimental Effect**
  - **Executive Order 177 Certification**
  - **Executive Order 16 Certification**
  - **ST-220TD & CA Tax Certification**
  - **Confidentiality Agreement/Certificate of Non-Disclosure**
-

**PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX**

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**ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/Proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders/Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public-sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders/Proposers to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

**Bidder:**

Bidders/Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this Contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, identify New York State Business(es) that will be used:  
(Attach identifying information)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**Encouraging Use of New York State Businesses in Contract Performance**

**RETURN THIS PAGE AS PART OF THE BID**

### Procurement Lobbying Certification

#### PROCUREMENT LOBBYING CERTIFICATION

By signing, the offerer/bidder affirms that it understands and agrees to comply with the NYS Office of General Services (OGS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed at: <https://ogs.ny.gov/acpl/>

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

#### Prior Non-Responsibility Determinations – State Finance Law §139-k

- 1. Has any Government Entity made a finding of non-responsibility against this organization/company?  
 No  Yes
- 2. If yes, was the basis for the finding of non-responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity?  No  Yes
- 3. Has any Government Entity terminated or withheld a procurement contract with this organization/company due to the intentional provision of false or incomplete information?  
 No  Yes

*If yes to any of the above questions, provide complete details on a separate page and attach.*

#### Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

#### Procurement Lobbying Termination

DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notice to the Offeror/bidder in accordance with the written notification terms of the contract.

**RETURN THIS PAGE AS PART OF THE BID**

**State Finance Law § 139-I Certification**

**State Finance Law § 139-I Certification**

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 two hundred one-g of the labor law.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

**By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certification document and that all information provided is complete, true and accurate.**

<b>Authorized Signature</b>		<b>Date</b>
<b>Print Name</b>	<b>Title</b>	
<b>Company Name</b>		
<b>D/B/A – Doing Business As (if applicable)</b>		
<b>Address</b>		
<b>City</b>	<b>State</b>	<b>Zip</b>

**RETURN THIS PAGE AS PART OF THE BID**

### Vendor Assurance of No Conflict of Interest or Detrimental Effect

#### Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide commodities/services pursuant to this IFB, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

- The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
- The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
- The fulfillment of the obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
- The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this IFB;
- During the negotiation and execution of any contract resulting from this IFB, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
- In fulfilling obligations under each of its State contracts, including any contract which results from this IFB, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
- No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
- The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this IFB should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationships and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

<input type="text"/>	<input type="text"/>
Print Name	Title
<input type="text"/>	<input type="text"/>
Signature	Date

This form must be signed by an authorized executive or legal representative.

**Contractor Certification Forms**

**CONTRACTOR CERTIFICATION FORMS**  
**(Pursuant to Section 5-A of the Tax Law)**

Form ST-220-TD (4 pages)

*If filing with the Department of Taxation & Finance for the first time, or previously submitted information needs to be updated, these 4 pages must be removed from this bid, completed, signed and submitted directly to the Department of Taxation and Finance.*

Form available at:

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

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Form ST-220-CA (2 pages)

*Regardless of whether ST-220-TD is being filed/updated for this bid or not, these 2 pages must be completed, signed and returned with this bid.*

Form available at:

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

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**EO 177 Certification**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor: \_\_\_\_\_

By:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_\_

1. The Certification is to be submitted prior to contract award by all successful bidders on all Covered contracts and contract renewals.

**Certification Under Executive Order No. 16**

**Certification Under Executive Order No. 16  
Prohibiting State Agencies and Authorities from Contracting with  
Businesses Conducting Business in Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with

the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16
- 2a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name (legal entity): \_\_\_\_\_

By: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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# Confidentiality Agreement/Certificate of Non-Disclosure

STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION



Invitation for Bid (IFB) for Court Reporting Services  
Board of Parole (BOP)  
Attachment F

## CONFIDENTIALITY AGREEMENT/CERTIFICATE OF NON-DISCLOSURE

The contractor acknowledges that all the hearing reporter's original written materials, recordings of proceedings, audiotapes, digital media, work papers, publications, information, by-product or end-product, records and reports, etc., arising out of, or incident to, the performance of the resulting contract is confidential, privileged, and proprietary information of the Board of Parole and shall become the sole property of the BOP.

The contractor agrees that during the term of the contract, and always thereafter, it will not use or disclose such information to any person or entity, except to its own employees having a need to know and who are themselves bound to similar non-disclosure restrictions, and to such other recipients as the BOP may approve in writing.

Contractor's Company Name:			
Street	City	State	Zip
Contractor's Printed or Typed Name: Contractor's Official Title:		Contractor's Signature: Date:	

### ACKNOWLEDGMENT OF COMPANY

STATE OF                    )  
  ) SS:  
COUNTY OF                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me personally came \_\_\_\_\_ to me known, who being duly sworn did depose and say that s/he resides \_\_\_\_\_; that s/he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by like order.

NOTARY STAMP

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

## ATTACHMENT G – MWBE

### **PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES**

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#### **I. General Provisions**

- A. The Department of Corrections and Community Supervision (hereinafter referred to as “DOCCS”) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to “DOCCS, to fully comply and cooperate with DOCCS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to DOCCS pursuant to the Contract and applicable law.

#### **II. Contract Goals**

- A. **For purposes of this procurement, DOCCS has determined that the contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded contractor.** Contractor is encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (MWBE) on this contract for the provision of services or materials. To locate New York State Certified MWBEs, the directory of Certified Businesses can be viewed at: <https://ny.newnycontracts.com>
  - B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.
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Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

**FOR CONSTRUCTION CONTRACTS:** The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

**FOR ALL OTHER CONTRACTS (non-construction):** The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

- D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

1. Evidence of outreach to MWBEs;
2. Any responses by MWBEs to the Contractor's outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by DOCCS with MWBEs; and
5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

### **III. Equal Employment Opportunity ("EEO")**

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

- B. In performing the Contract, the Contractor shall:

1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to DOCCS within seventy-two (72) hours after the date of the notice by DOCCS to award the Contract to the Contractor.
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3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, DOCCS may require the Contractor or subcontractor to adopt a model statement (see Form – Equal Employment Opportunity Policy Statement).
4. The Contractor’s EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics.
  - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability, or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “E” of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Form EEO 100 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by DOCCS.

#### D. Form EEO-1 - Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by DOCCS on a QUARTERLY (non-construction) or MONTHLY (construction) basis during the term of the Contract. The report shall be submitted on the New York State Contract System, which can be accessed at: <https://ny.newnycontracts.com>.
  2. Separate forms shall be completed by the Contractor and any subcontractors.
-

- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, arrest or conviction record, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### **IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by DOCCS, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to DOCCS, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOCCS shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

#### **V. Waivers**

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by DOCCS. Such waiver request must be supported by evidence of the Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, DOCCS shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If DOCCS, upon review of the MWBE Utilization Plan, quarterly or monthly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, DOCCS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### **VI. Quarterly/Monthly MWBE Contractor Compliance Report**

The Contractor is required to submit a quarterly (non-construction) or monthly (construction) MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to DOCCS by the 5<sup>th</sup> day following the end of each

quarter or month as applicable during the term of the Contract.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where DOCCS determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to DOCCS liquidated damages.
  
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
    - a. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by DOCCS, the Contractor shall pay such liquidated damages to DOCCS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.



NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

**MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_ (the awardee/contractor) agree to adopt the following policies with respect to the project being developed or services rendered at

This organization will require its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals and provide Equal Employment Opportunities set by NYS DOCCS for the State-funded project by taking the following steps:

**M/WBE**

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Utilize ESD Directory of State certified M/WBEs and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by DOCCS, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may be waived and/or appropriate alternatives are developed to encourage M/WBE participation.

**EEO**

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics.
- (c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

**Minority/ Women Business Enterprise Liaison**

\_\_\_\_\_ is designated as the Minority/Women Business Enterprise Liaison (Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment

Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_\_ % Minority and Women's Business Enterprise Participation

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women's Business Enterprise Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contact:

**Department of Corrections and Community Supervision  
Support Operations / Contract Procurement Unit  
The Harriman State Campus  
1220 Washington Ave  
Albany, NY 12226**

**NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**

**EEO STAFFING PLAN  
(EQUAL EMPLOYMENT OPPORTUNITY)**

**SUBMIT WITH BID OR PROPOSAL**

<b>Solicitation No.:</b>  IFB #2023-01 Taconic	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's: <input type="checkbox"/> Contractor's workforce to be utilized on this contract <input type="checkbox"/> Contractor's total workforce <input type="checkbox"/> Subcontractor's workforce to be utilized on this contract <input type="checkbox"/> Subcontractor's total workforce
<b>Contractor/Subcontractor's Name:</b>		<b>Submit completed form to:</b> <b>Department of Corrections and Community Supervision</b> <b>Support Operations / Contract Procurement Unit</b> <b>The Harriman State Campus</b> <b>1220 Washington Ave</b> <b>Albany, NY 12226</b>
<b>Contractor/Subcontractor's Address:</b>  <b>FEIN:</b> _____ <b>Telephone NO.:</b> _____		

Enter the total number of employees for each classification.

EEO Job Category	Total Workforce	Workforce by Gender		Workforce by Race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (Not Hispanic/Latino)		Black (Not Hispanic/Latino)		Hispanic or Latino		Asian (Not Hispanic/Latino)		American Indian or Alaskan Native(Not Hispanic/Latino)		Disabled		Veteran		
				(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)
Executive/Senior Level Officials & Managers																		
First/Mid Level Officials & Managers																		
Professionals																		
Technicians																		
Sales Workers																		
Administrative Support Workers																		
Craft Workers																		
Operatives																		
Laborers and Helpers																		

Service Workers																	
Totals																	
<b>PREPARED BY (Signature):</b>								<b>TELEPHONE NO.:</b>				<b>DATE:</b>					
								<b>E-MAIL ADDRESS:</b>									
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>										<b>FOR AGENCY USE ONLY</b>							
										<b>REVIEWED BY:</b>				<b>DATE:</b>			

**General instructions:** All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package to the address provided. Where the workforce to be utilized in the performance of the State contract can be separated out from the Contractor's total workforce, the Offeror shall complete this form only for the anticipated workforce to be utilized on the State contract. Where the workforce to be utilized in the performance of the State contract cannot be separated out from the Contractor's total workforce, the Offeror shall complete this form for the Contractor's current total workforce. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "work") except where the "work" is for the beneficial use of the Contractor must complete this form upon request of DOCCS.

**Instructions for completing:**

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the Contractor or a Subcontractor.
3. Check off the appropriate box to indicate type of workforce being reported.
4. Enter the total workforce by EEO job category.
5. Break down the total workforce by gender and enter under the heading "Workforce by Gender."
6. Break down the total workforce by race/ethnic background and enter under the heading "Workforce by Race/Ethnic Identification."
7. Enter the name, title, phone number, and E-mail address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

**WHITE** - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

**BLACK** - (Not of Hispanic origin) A person who has origins in any of the black racial groups of Africa.

**HISPANIC or LATINO** - All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race

**ASIAN & PACIFIC ISLANDER** - All persons having origins in any of the original peoples of the Far East, Southeast Asia or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**AMERICAN INDIAN or ALASKAN NATIVE** - A person having origins in any of the original peoples of North or South America (including Central America), and who maintains tribal affiliation or community recognition.

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL** - Any person who:
  - Has a physical or mental impairment that substantially limits one or more major life activity (ies)
  - Has a record of such an impairment; or
  - Is regarded as having such impairment.
- **VETERAN** - An individual who served in the military during time of war.