

REQUEST FOR PROPOSAL (RFP)

RFP # 86

NEW YORK STATE EDUCATION DEPARTMENT

Title: Sign Language Interpreter Services

The New York State Education Department (NYSED) Office of Adult Career and Continuing Education Services-Vocational Rehabilitation (ACCES-VR) is seeking proposals for qualified Interpreters to provide sign language interpreter services for ACCES-VR customers, ACCES-VR staff, and for ACCES-VR administered functions (i.e., public meetings, training sessions, etc.). Interpreter Referral Agencies will provide sign language services to convert spoken language into American Sign Language (ASL) for deaf and hard of hearing individuals and/or for one (1) or more of ACCES-VR's District Offices (**Attachment F**). This RFP is for both on-site and video remote interpreter (VRI) American Sign Language interpreting services.

Eligible Applicants:

The following entities are eligible to apply for the Interpreter Referral Service/ VRI:

- Sign language interpreter referral services;
- Private and proprietary agencies providing sign language interpreting services; and,
- Independent Living Centers whose services include providing sign language interpreting services.

No individual sign language interpreter applicants will be accepted for this RFP.

Subcontracting will be permitted. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel. Subcontracted services must adhere to all ACCES-VR policies, procedures and guidelines, as does the contract vendor. The contract vendor will be held responsible for all subcontractor service delivery as if they directly provided the services.

NYSED will award multiple contracts pursuant to this RFP. The contracts resulting from this RFP will be for a term anticipated to begin June 1, 2026, and end September 30, 2030.

Interpreter Referral Agencies currently under contract with NYSED ACCES-VR to provide onsite and VRI sign language interpreting services who wish to continue to provide these services, MUST apply to this RFP. All current interpreter service contracts with ACCES-VR expire on May 31, 2026.

Mandatory Requirements: See Mandatory Requirements section of the RFP.

Components contained in RFP #86 are as follows:

- 1.) Description of Services to Be Performed
- 2.) Submission
- 3.) Evaluation Criteria and Method of Award
- 4.) Assurances
- 5.) Submission Documents (separate document)

A recorded presentation will be posted on [NYSED's Procurement website](#) on or about January 27, 2026, to provide potential applicants with details of the application process and clarification on this RFP process.

Questions regarding the request must be submitted via [online form](#) no later than the close of business February 6, 2026. A Questions and Answers Summary will be posted to [NYSED's Procurement website](#) no later than February 13, 2026. The following are the designated contacts for this procurement:

Program Matters: Małgorzata Zegarska-Sanders and Brenda Rotolo

Fiscal Matters: Monica Foley

Bidders are requested to submit their bids electronically. The following documents, as detailed in the Submission section of this RFP, must be received via [online form](#) no later than **March 6, 2026**:

1. Submission Documents labeled <name of bidder> Submission Documents RFP #86
2. Technical Proposal labeled <name of bidder> Technical Proposal RFP #86

Instructions for Submitting an Electronic Bid:

1. The technical proposal document should be submitted in Microsoft Office. PDF files that are editable and Optical Character Recognition (OCR) searchable are acceptable. Please do not submit the technical or cost proposal as a scanned PDF.
2. Submission documents requiring a signature must be signed using one of the methods listed below and may be submitted as a Microsoft Office, PDF, or JPG document. A scanned PDF is acceptable for these documents.
3. The following forms of e-signatures are acceptable:
 - a. handwritten signatures on faxed or scanned documents
 - b. e-signatures that have been authenticated by a third-party digital software, such as DocuSign and Adobe Sign
 - c. stored copies of the images of signatures that are placed on a document by copying and pasting or otherwise inserting them into the documents
4. Unacceptable forms of e-signatures include:
 - a. a typed name, including a signature created by selecting a script or calligraphy font for the typed name of the person "signing"
5. To identify the signer and indicate that the signer understood and intended to agree to the terms of the signed document, the signer will sign beside or provide by email the following attestation: "I agree, and it is my intent, to sign this document by <describe the signature solution used> and by electronically submitting this document to <name of recipient individual or entity>. I understand that my signing and submitting this document is the legal equivalent of having placed my handwritten signature on the submitted document and this attestation. I understand and agree that by electronically signing and submitting this document I am affirming to the truth of the information contained therein."
6. To ensure receipt of your bid, please ensure that the RFP number and title listed on page 1 are accurately entered into the fields "Procurement No" and "Procurement Title/Name" on the [online form](#). Failure to include this information may result in the bid not being received by the deadline or considered for award.

1.) Description of Services to be Performed

Work Statement and Specifications

This section of the bid package details the services and products to be acquired. Please note that the contract process also includes general New York State administrative terms and conditions, as well as terms and conditions required by New York State law. These terms and conditions address issues related to both the submission of bids and any subsequent contract; they are included separately in this bid package for your information. Please review all terms and conditions.

Mandatory Requirements

The eligible bidder must agree to the Mandatory Requirements found below and must submit the Mandatory Requirements Certification Form located in the Technical Proposal. This required form must be signed by an authorized person. **Bids that do not comply with the Mandatory Requirements will be disqualified.**

- 1. Certification Requirements** All supervisors overseeing interpreting services being provided to ACCES-VR must be certified and have two years' experience providing interpreting services post certification.
- 2. Staff Roster** All independent interpreters of the bidder listed on the bidder's roster must have a current independent sign languages subcontract agreement with the bidder.

Note: NYSED reserves the right to verify all bid submissions, including staff, bidder experience, and all independent sign language interpreter rosters.

Contract Requirements

Acceptance of Established Rates. Bidders must agree to the rates specified in the **Rates** section of this RFP. Interpreters who accept assignments will be compensated based on their certification level, assignment duration, and the timeliness of scheduling.

District Office Service Commitment Bidders must commit to providing sign language interpreting services to each ACCES-VR District Office they propose to serve. Bidders must specify the mode(s) of service delivery for each District Office (i.e., On-site, Video Remote Interpreting (VRI), or both). By applying for a District Office, the bidder affirms that they have the capacity and capability to meet service needs at that location for the duration of the contract. ACCES-VR reserves the right to request services up to and beyond the proposed service volume, as operational needs require.

Staff Qualifications Bidders must ensure that interpreters provided meet minimum qualifications as certified or pre-certified interpreters.

Background

For a list of relevant definitions see **Attachment A**.

Deliverables and/or Project Description

Overview

Interpretation services are offered to individuals who are deaf, hard of hearing, or have severe speech impairments, and who, due to their disabilities, face challenges with verbal communication but can benefit from interpreter assistance. These individuals may communicate using various modes, including American Sign Language (ASL) or specific language systems such as Signing Exact English (SEE), Pidgin Signed English (PSE), or Signed English.

Interpreter services involve the provision of Sign Language Interpreter Services by Certified or Pre-Certified Interpreters for various assignments in specific geographic regions catering to ACCES-VR customers and staff. The services provided may include:

- Interpreting, this is to convey spoken English to American Sign Language;
- Transliterating, which is to convey spoken English to a signed code of English;
- Oral Interpreting, which is conveying what is spoken without voice using natural lip movements; and
- Voice Interpreting, which is conveying that which is signed into spoken English.

Service Standards

All interpreters must adhere to the Registry of Interpreters for the Deaf (RID), Board for Evaluation of Interpreters (BEI), or other nationally recognized certification's Code of Ethics (**Attachment D**).

Compliance with ACCES-VR's Policy and Procedure

All sign language interpreters must agree to abide by ACCES-VR's applicable policies and procedures. ACCES-VR may modify the policies and procedures at any time during the contract term.

- **Scheduling and Assignment Process**

Interpreter Services may be requested as (1) a customer-based service necessary for an ACCES-VR customer to participate in vocational rehabilitation services or (2) as a staff or administrative based service. This includes providing interpreting for ACCES-VR staff and/or providing interpreting services at ACCES-VR sponsored public events, meetings or trainings.

- **Prior Authorization**

Requests or referrals for service are generated by ACCES-VR prior to creating an authorization for services. Authorizations are generated after the vendor indicates they can provide the service. An authorization for interpreting services reflects ACCES-VR's commitment to pay for services rendered in accordance with the terms and conditions of the authorization (e.g., number of hours, start and end dates). Any service paid for in part or in whole by ACCES-VR shall be authorized prior to its initiation.

- **Team Interpreters**

Interpretation services should be scheduled and authorized as far in advance as possible to assure the availability of appropriate interpreting at the least possible cost. It may be necessary to procure the services of two interpreters when interpreting services are needed for more than two consecutive hours or depending on the content of the meeting (e.g., content is complicated or intensive). For interpreter assignments up to and including two (2) hours in duration, ACCES-VR will authorize only one (1) interpreter, unless the requirements of the assignment warrant use of team interpreters. The number of interpreters required for team interpreters service provision requires pre-approval by the VRC/RCD and must be reflected on the authorization from ACCES-VR for the assignment.

- **Unfilled Requests**

The vendor is required to notify ACCES-VR no less than two (2) business days prior to the scheduled assignment if they are unable to fulfill a request for interpreting services. Failure to provide such notice will result in the assignment being considered unfilled. The frequency of unfilled assignments and late notice cancellations on the part of the vendor will be reviewed as part of the vendor's annual contract performance evaluation.

- **Reassignment**

When an interpreter arrives on site and the customer or ACCES-VR staff is a no-show, ACCES-VR reserves the right to ask the interpreter to remain on site to provide services that may be needed during the originally scheduled assignment period.

- **Staffing Qualifications**

Pre-Certified Sign Language Interpreter: An interpreter who has not yet earned certification from RID, BEI, or another recognized body must meet the following qualifications:

Pathway 1 – Agency Evaluation

The interpreter has successfully completed a comprehensive internal evaluation conducted by the interpreter referral agency. The agency must use a documented internal assessment process consistent with the requirements outlined in the **Assessment of Pre-Certified Interpreters (APCI)** (see **Attachment E**) to determine interpreter readiness for assignment.

Pathway 2 – External Exams (for agencies without an internal process)

If the agency does not maintain a documented internal evaluation process, then a pre-certified interpreter must meet both of the following:

A. Knowledge Requirement

Passage of the RID General Knowledge Examination.

B. Language Proficiency Requirement

Completion of one of the following recognized ASL performance assessments with the minimum rating indicated:

- SLPI (NTID/RIT): Rating of Intermediate Plus (I+) or higher, or
- ASLPI (Gallaudet University): Rating of 3.5 or higher.

Certified Sign Language Interpreter: An interpreter who has obtained one of the following certifications

- Certification with the Registry of Interpreters for the Deaf (RID); or
- **BEI Certification**, advanced level and above, including specialty certificates (or maintenance of Level III and above under the former BEI system)

Staff qualifications, including independent interpreters, will be monitored to ensure that all personnel meet required standards. Vendors must maintain documentation of staff credentials and provide it upon request. Vendors must ensure continuity of service and maintain a reliable pool of qualified interpreters to meet demand. Any issues, such as service gaps, customer complaints, staffing concerns, or billing discrepancies, must be reported to Central Office by emailing

INTERPSVCS@nysed.gov promptly. If concerns arise, the District Office and/or Service Delivery Unit may initiate a meeting to address the issues and determine appropriate corrective actions.

Annual Performance Review

At NYSED's discretion, an annual review of vendor performance will be conducted during the contract period. This comprehensive review will evaluate overall service quality, contract compliance, and performance trends. For a detailed outline of the annual performance review criteria, please refer to **Attachment B**.

Customer Satisfaction Survey

Vendors are required to regularly survey customers regarding their satisfaction with interpreter services and submit the results to ACCES-VR. These surveys are a critical component of performance monitoring and customer feedback. Vendors must use the survey form provided by ACCES-VR (**Attachment C**). ACCES-VR reserves the right to revise or update the survey tool at any point during the contract term.

Payments and Reports

Reporting/Monitoring Requirements

Vendor performance will be reviewed regularly to ensure quality service delivery and compliance with standards. All vendors are required to submit **Quarterly Progress Reports** using the official form developed by ACCES-VR. These reports must summarize services delivered, customer satisfaction and any challenges encountered. Failure to submit reports by required due dates may result in suspension of payments and/or the cancellation of the vendor contract.

Rates

Rates include all administrative costs associated with the provision of interpreter services.

Certified Interpreter \$91.62

Pre-Certified Interpreter \$78.52

Base Services

Pre-Certified Sign Language Interpreter – On Site

- **Rate:** \$78.52 per hour per interpreter
- **Unit:** 1 Hour
 - **Minimum:** Two-hour minimum for on-site services, with payment made in 15-minute increments thereafter.
- **Deliverable:** Provide sign language interpretation for individuals or ACCES-VR staff in an in-person setting where the interpreter is not yet certified but has met the necessary qualifications for interpreting.
- **Documentation:** A completed timesheet verifying the provision of services signed by the interpreter and the customer or, when applicable, ACCES-VR staff.

Video Remote Interpreting

- **Rate:** \$78.52 per hour per interpreter
- **Unit:** 1 Hour
 - **Minimum:** One-hour minimum for VRI services, with payment made in 15-minute increments thereafter

- **Deliverable:** Provide sign language interpretation via video conferencing technology
- **Documentation:** A completed timesheet signed by the interpreter and supported by appropriate confirmation from the customer or ACCES-VR staff (e.g., email confirmation, session log, or other agreed-upon documentation).

Service Add-Ons

Certified Interpreter Differential

- **Rate:** \$13.10 per hour per interpreter
- **Unit:** 1 Hour
 - Payment made in 15-minute increments
- **Deliverable:** This enhanced rate is applied when a certified sign language interpreter completes an assignment. This differential is applied in addition to the base pre-certified rate and can be utilized for both on-site and VRI.
- **Documentation:** Documentation requirements follow the base service provided.

Regional Differential

- **Rate:** \$16.92 per hour per interpreter
- **Unit:** 1 Hour
 - Payment made in 15- minute increments
- **Deliverable:** This additional rate applies when on-site interpretation is rendered in **Region I or II** (District Offices include Manhattan, Bronx, Queens, Brooklyn, Hauppauge, White Plains, Garden City). VRI is not eligible for the regional differential.
- **Documentation:** Documentation requirements follow the base service provided.

Short Notice and Special Circumstances

- **Rate:** \$13.10 per hour per interpreter
- **Unit:** 1 Hour
 - Payment is made in 15-minute increments
- **Deliverable:** An enhanced rate will be paid to the vendor in addition to the base rate for certified and pre-certified sign language interpreters under the following circumstances:
 - Evening: Services rendered Monday – Friday after 5PM
 - Weekend: Services rendered after Friday 5PM through Monday 8AM
 - Holiday: Services rendered on designated Federal holidays
 - Short Notice: Services rendered when ACCES-VR provided less than one (1) business days' notice from the start of an assignment
- **Documentation:** Documentation requirements follow the base service provided.

Complex Interpreting

- **Rate:** \$5.00 per hour per interpreter
- **Unit:** 1 Hour
 - Payment is made in 15-minute increments
- **Deliverable:** This enhanced rate applies when the interpreter is required to perform tasks that demand specialized skills such as deaf-blind interpretation, trilingual interpretation or interpretation for deaf individuals with significant cognitive impairments. Only Certified Interpreters are allowed to provide complex interpretation.
- **Documentation:** Documentation requirements follow the base service provided.

Interpreter Travel

- **Rate:** \$78.52 per hour per interpreter
- **Unit:** 1 Hour
- **Deliverable:** Travel reimbursement for interpreters is provided on a portal-to-portal basis when the assigned location requires more than **35 miles of one-way travel** from the interpreter's point of origin (home, business address, or prior assignment location), as determined by the **shortest reasonable route** identified through a recognized web mapping service (e.g., Google Maps, Bing Maps). Only travel exceeding 35 miles one way is eligible for reimbursement.
- **Documentation:** Vendor travel log and supporting documentation of the shortest reasonable route mileage as determined by a web mapping service (e.g., Google Maps, Bing Maps). The corresponding service deliverable must be submitted to confirm the travel deliverable.

Travel Reimbursement Example

Total One-Way Travel Distance	Reimbursable Rate
35 Miles or less	Not eligible
36 – 50 Miles	0.50 of hourly rate
51+ Miles	1.00 of hourly rate

Cancellation Fee

- **Rate:** \$78.52 per hour per interpreter
- **Unit:** 1 Hour
- **Deliverable:** Covers fees associated with the cancellation of scheduled sign language interpreting. Administrative fees are for the entire scheduled block of time of the assignment (e.g., if a 3-hour assignment is cancelled late, the vendor may bill for all 3 hours) when cancellation occurs with less than two (2) business days' notice from ACCES-VR or an ACCES-VR customer. When cancellation of a scheduled assignment, via correspondence, phone, or email occurs with at least 2 business days' notice the vendor MAY NOT bill for the scheduled hours of the cancelled assignment. The cancellation fee does not apply in cases of force majeure events.
- **Documentation:** An email or other written correspondence from ACCES-VR staff confirming the cancellation of the assignment, clearly stating the date and time the vendor was notified of the cancellation. In the event of a customer no-show, an email confirmation from ACCES-VR staff acknowledging the no-show must be provided.

Force Majeure, Act of State, Illegality, and Impossibility

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder, if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions and/or prohibitions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure). Emergency school closures and delays shall be deemed force majeure events for this Agreement. If an event occurs that would otherwise constitute both a force majeure event and a breach, that event shall be treated as a force majeure event and will not constitute a breach by Contractor or NYSED ACCES-VR.

Consumer Price Index (CPI)

Subject to the availability of funds and the approval of ACCES-VR, cost of living adjustments may be provided during the contract term. Separately negotiated rate changes will not be allowed. Any cost-of-living adjustment will be based on the percentage increase or decrease in the Consumer Price Index for Urban Wage Earners & Clerical Workers (CPI-W) for New York – All Items from February of one year to February of the next year, rounded to the nearest one-tenth of one percent. Any adjustment, if provided, will be applied to the rates on June 1 of the subsequent budget year.

Invoice Submission Requirements

Payment requests must be submitted through the ACCES-VR portal no later than the **15th day** of the month for services performed during the previous month.

If ACCES-VR has not received an invoice (and required supporting reports, as applicable) within 45 days from completion of a service, a vendor forfeits all rights to be paid for services provided.

If a vendor experiences a technical issue with the ACCES-VR portal that prevents timely submission, they must notify the originating ACCES-VR District Office in writing as soon as possible. Exceptions will be considered on a case-by-case basis and must be documented.

Cloud Service Provider Compliance

Any Cloud Service Provider (CSP) under consideration must have in place a baseline of data protection security configurations implemented along with documentation that demonstrates annual testing of the same. CSP must also have a compliance process within their environment to ensure proper access control. The compliance process will encompass auditable access and timely access termination procedures. This applies to any cloud services that contains any NYSED data. This includes but is not limited to Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS).

Accessibility of Web-Based Information and Applications

Any documents, web-based information and applications, or programming delivered pursuant to this contract or procurement, will comply with New York State Education Department Web Accessibility Policy, [NYSED-WEBACC-001](#), as such policy may be amended, modified or superseded. The policy requires that state agency web-based information, including documents and applications, are accessible to persons with disabilities. Documents, web-based information, and applications must conform to [NYSED-WEBACC-001](#) as determined by quality assurance testing. Such quality assurance testing will be conducted by a NYSED employee or contractor, and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered an acceptable deliverable under the contract or procurement.

Subcontracting

Subcontracting will be permitted. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel. Subcontracted services must adhere to all ACCES-VR policies, procedures and guidelines, as does the contract vendor. The contract vendor will be held responsible for all subcontractor service delivery as if they directly provided the services.

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor when:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- the subcontract will equal or exceed \$100,000 over the life of the contract.

For additional information about Vendor Responsibility, see the **Vendor Responsibility** section contained in **3.) Evaluation Criteria and Method of Award** of this RFP.

If the vendor proposes to change the roster of interpreters during the contract period, NYSED reserves the right to review and reject any replacement interpreters proposed by the vendor, and reserves the right to approve all changes in interpreters. The Roster Form located in the Submission Documents must be updated annually and submitted to NYSED. Using this form, the vendor must also report to NYSED, on an annual basis, actual expenditures incurred for all subcontractors and indicate which subcontracting costs are associated with M/WBE.

Staff Changes

Vendors must ensure continuity of service and maintain a reliable pool of qualified interpreters to meet demand. Vendor staff qualifications, including independent interpreters, will be monitored to ensure that all personnel meet required standards. Vendors must maintain documentation of staff credentials and provide it upon request.

Contract Period

NYSED will award multiple contracts pursuant to this RFP. The contracts resulting from this RFP will be for a term anticipated to begin June 1, 2026, and end September 30, 2030.

Electronic Processing of Payments

In accordance with a directive dated January 22, 2010, by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010, shall contain a provision requiring that contractors and grantees accept electronic payments.

2.) Submission

Documents to be submitted with this proposal

This section details the submission document or documents that are expected to be transmitted by the respondent to the State Education Department in response to this RFP. New York State Education Department shall own all materials, processes, and products (software, code, documentation and other written materials) developed under this contract. Materials prepared under this contract shall be in a form that will be ready for copyright in the name of the New York State Education Department. Any subcontractor is also bound by these terms. The submission will become the basis on which NYSED will judge the respondent's ability to perform the required services as laid out in the RFP.

Project Submission

The proposal submitted in response to this RFP must include the following documents submitted via the [online form](#) in Microsoft Office or editable PDF per the electronic proposal submission procedures outlined above, preferably with each of the following sets of documents uploaded as a single file:

1. Submission Documents/Certifications bearing signatures
2. Proposal Form, including Mandatory Requirements Certification, signatures required

The proposal must be received by the due date.

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the proposal, the bidder should reference these materials in the proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

The proposal must communicate an understanding of the deliverables of the RFP, describe how the tasks are to be performed and identify potential problems in the conduct of the deliverables and methods to identify and solve such problems.

Bidders should specify all details and dates required to evaluate the proposal and should limit aspects of the project plan that are to be determined only after the award of a contract. No optional deliverables to be provided only at an additional cost should be included and will not be considered in the evaluation of the proposal. Contractual terms, conditions and assumptions are inappropriate for inclusion in the proposal.

Any proprietary material considered confidential by the bidder will specifically be so identified, and the basis for such confidentiality will be specifically set forth in the proposal by submitting the form "Request for Exemption from Disclosure Pursuant to the Freedom of Information Law," located in 5) Submission Documents.

3.) Evaluation Criteria and Method of Award

This section begins with the criteria the agency will use to evaluate bids and closes with the “method of award,” or how the contractor will be selected. This will be followed by various terms and conditions that reflect the specific needs of this project as well as New York State contract guidelines and requirements.

Criteria for Evaluating Bids

All eligible proposals received by the deadline will be reviewed using the following criteria and ratings. Applicants must ensure that all components of this application request have been addressed, the required number of copies have been provided, all forms and assurances have been completed, and the original signatures are included as required. All complete proposals received by the deadline will be reviewed to determine their eligibility for a contract award. NYSED will determine consistency of the application to the stated purpose and objectives of the interpreter referral services in terms of capacity to provide interpreting referral services that will meet the need in the ACCES-VR District Offices(s) the bidder has applied to serve. NYSED reserves the right to verify bidder capacity prior to the contract award. If your agency is awarded a contract for a District Office(s) you must be able to provide services to all counties served by the office(s).

An evaluation committee will complete a review of all proposals submitted. The committee will review each proposal based upon the submitted proposal and the requirements of the RFP only. Bidders should not assume that committee review members will be familiar with the current program or have any previous experience with the bidder. Appropriate description should be included to inform review committee members about the bidder’s qualifications and capacity to perform all required deliverables.

The committee will review each proposal to determine compliance with the requirements described in the RFP. NYSED retains the right to determine whether any deviation from the requirements of this RFP is substantial in nature and may reject in whole or in part any and all proposals, waive minor irregularities and conduct discussions with all responsible bidders.

Method of Award

Subject to the availability of funds, the funding level is anticipated to be \$20 million for the entire contract period. Each of the five Regions will be allocated a portion of the \$20 million funding, based on the anticipated need of customers and ACCES-VR staff within a Region. The funding for each Region will be divided into an on-site allocation for that Region and a video remote interpreting allocation for that Region, based on anticipated need within the Region. Each allocation will be divided among all qualifying bidders who apply to provide those services within that Region, based on the bidder’s proportional percentage of the combined vendor capacity. For example, a bidder whose stated capacity for on-site interpreting hours amounts to ten percent of the combined vendor capacity for on-site interpreting in that Region would be awarded ten percent of the on-site allocation for that Region. The total initial estimated contract value for a bidder will be the combined total of the on-site and video remote allocations they receive for the Region(s) they applied to serve. For additional information on estimated hours needed by District Office, refer to **Attachment F**.

There is no maximum number of contracts to be awarded to a Region.

Contract values will be estimated and are subject to change based upon actual utilization. There is no guarantee of actual payment of the full contract amount awarded to any vendor, as services are authorized on an as-needed basis for actual provided services. NYSED reserves the right to increase the initial estimated contract value to qualified bidders.

During the contract term, the estimated contract value may be increased or decreased by NYSED based upon the actual sign language interpreter hours. Bidders may receive a higher or lower number of referrals depending on their ability to meet specific customer needs and adherence to performance standards. The estimated contract value may also be adjusted based upon increased or decreased overall utilization of interpreter services within the Region(s) served. NYSED may adjust Contract budgets using the following criteria:

- Vendor's demonstrated capacity to provide interpreter service;
- Geographic need for interpreter services for the Region;
- Ability to provide interpreter services matched to customer or staff needs;
- Review of vendor performance; and
- Informed choice of the customer.

NYSED's Reservation of Rights

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications 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 the RFP; (7) prior to the bid opening, amend the RFP 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 RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) 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; (16) request best and final offers.

Post Selection Procedures

Upon selection, the successful bidder will receive a proposed contract from NYSED. The selected bidder may be given an opportunity to reduce its cost proposal in accordance with the agency's right to negotiate a final best price. The contents of this RFP, any subsequent correspondence during the proposal evaluation period, and such other stipulations as agreed upon may be made a part of the final contract prepared by NYSED. Successful bidders may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of State funds.

Debriefing Procedures

In accordance with section 163 of the NY State Finance Law, NYSED, upon request, must provide a debriefing to any unsuccessful bidder regarding the reasons their proposal was not selected for an award.

1. All unsuccessful bidders may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED of non-award. Bidders may submit a request for debriefing through the [online form](#).
2. Upon receipt of a timely written request from the unsuccessful bidder, NYSED will schedule the debriefing to occur within a reasonable time following receipt of the request. Debriefings will be conducted in person, unless NYSED and the bidder mutually agree to utilize other means, including but not limited to telephone, video-conferencing or other types of electronic communication.
3. The debriefing will include: a) the reasons that the proposal submitted by the unsuccessful bidder was not selected for an award; b) the qualitative and quantitative analysis employed by NYSED in assessing the relative merits of the proposals; c) the application of the selection criteria to the unsuccessful bidder's proposal; and d) when the debriefing is held after the final award, the reasons for the selection of the winning proposal. The debriefing will also provide, to the greatest extent practicable, general advice and guidance to the unsuccessful bidder concerning potential ways that their future proposals could be more responsive.

Contract Award Protest Procedures

Bidders who receive a notice of non-award or disqualification may protest the NYSED award decision subject to the following:

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of a debriefing or disqualification letter. The protest letter must be filed with the Contract Administration Unit via [online form](#).
3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within ten (10) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.
4. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

Vendor Responsibility

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller (OSC), NYSED must make an affirmative responsibility determination. The factors to be considered include legal authority to do business in New York State; integrity; capacity – both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a [Vendor Responsibility Questionnaire](#). School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. A [complete list of exempt entities](#) can be viewed at the Office of the State Comptroller's website.

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the [VendRep System Instructions](#) or go directly to the [VendRep System on the Office of the State Comptroller's website](#).

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the [Office of the State Comptroller's Help Desk](#) at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.ny.gov.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the [VendRep website](#) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Subcontractors:

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- the subcontract will equal or exceed \$100,000 over the life of the contract.

Note: Bidders must acknowledge their method of filing their questionnaire by checking the appropriate box on the Response Sheet for Bids (5. Submission Documents).

Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the New York State Education Department ("NYSED") and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of the solicitation through final award and approval of the Procurement Contract by NYSED and, if applicable, 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 below. NYSED 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 at [NYSED's Procurement Lobbying Law Policy Guidelines webpage](#).

Designated Contacts for NYSED

Program Office – Małgorzata Zegarska-Sanders and Brenda Rotolo
Contract Administration Unit – Monica Foley

Consultant Disclosure Legislation

Effective June 19, 2006, new reporting requirements became effective for State contractors, as the result of an amendment to State Finance Law §§ 8 and 163. As a result of these changes in law, State contractors will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

Chapter 10 of the Laws of 2006 expands the definition of contracts for consulting services to include any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

To enable compliance with the law, State agencies must include in the Procurement Record submitted to OSC for new consultant contracts, the State Consultant Services Contractor's Planned Employment from Contract Start Date Through the End of the Contract Term (Form A). The completed form must include information for all employees providing service under the contract whether employed by the contractor or a subcontractor. Please note that the form captures the necessary planned employment information ***prospectively from the start date of the contract through the end of the contract term.***

[Form A](#) is available on OSC's website.

Please note that although this form is not required as part of the bid submission, NYSED encourages bidders to include it in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the form listed above is acceptable.

Chapter 10 of the Laws of 2006 mandates that State agencies must now require State contractors to **report annually** on the employment information described above, including work performed by subcontractors. The legislation mandates that the annual employment reports are to be submitted by the contractor to the contracting agency, to OSC and to the Department of Civil Service. State Consultant Services Contractor's Annual Employment Report (Form B) is to be used to report the information for all procurement contracts above \$15,000. Please note that, in contrast to the information to be included on Form A, which is a one-time report of planned employment data for the entire term of a consulting contract on a projected basis, ***Form B will be submitted each year the contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).***

[Form B](#) is available on OSC's website.

For more information, please visit [OSC Guide to Financial Operations](#).

Public Officer's Law Section 73

All bidders must comply with Public Officer's Law Section 73 (4)(a), as follows:

4. (a) No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party chairman or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

(i) The term "state officer or employee" shall mean:

- (i) heads of state departments and their deputies and assistants other than members of the board of regents of the university of the state of New York who receive no compensation or are compensated on a per diem basis;
- (ii) officers and employees of statewide elected officials;
- (iii) officers and employees of state departments, boards, bureaus, divisions, commissions, councils or other state agencies other than officers of such boards, commissions or councils who receive no compensation or are compensated on a per diem basis; and
- (iv) members or directors of public authorities, other than multistate authorities, public benefit corporations and commissions at least one of whose members is appointed by the governor, who receive compensation other than on a per diem basis, and employees of such authorities, corporations and commissions.

Review [Public Officer's Law Section 73.](#)

NYSED Substitute Form W-9

Any payee/vendor/organization receiving Federal and/or State payments from NYSED must complete the NYSED Substitute Form W-9 if they are not yet registered in the Statewide Financial System centralized vendor file.

The NYS Education Department (NYSED) is using the NYSED Substitute Form W-9 to obtain certification of a vendor's Tax Identification Number in order to facilitate a vendor's registration with the SFS centralized vendor file and to ensure accuracy of information contained therein. We ask for the information on the NYSED Substitute Form W-9 to carry out the Internal Revenue laws of the United States.

Workers' Compensation Coverage

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State.

PROOF OF COVERAGE REQUIREMENTS

Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Workers' Compensation Coverage

NYSED must ensure all awardees/contractors who are required to carry workers' compensation insurance have an active policy. NYSED must obtain **one** of the following forms before a contract can be approved:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** – Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **CE-200** – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability and Paid Family Leave Benefits Coverage

NYSED must ensure all awardees/contractors who are required to carry Disability and Paid Family Leave benefits insurance have an active policy. NYSED must obtain **one** of the following forms before a contract can be approved:

- **Form DB-120.1** – Certificate of Disability Benefits Insurance; or
- **Form DB-155** – Certificate of Disability Benefits Self-Insurance; or
- **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

For additional information regarding workers' compensation and disability benefits requirements, please refer to the [New York State Workers' Compensation Board website](#).

Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the forms listed above are acceptable.

Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance ("DTF") that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in with the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The selected bidder must file a properly completed Form ST-220-CA (with NYSED as the Contracting Agency) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the [New York State Department of Taxation and Finance's website](#). Forms are available through these links:

- [ST-220 CA](#)
- [ST-220 TD](#)

Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them with their bid submissions to expedite contract execution if the bidder is awarded the contract.

4.) Assurances

The State of New York Agreement, Appendix A (Standard Clauses for all New York State Contracts), and Appendix A-1 (Agency-Specific Clauses) **WILL BE INCLUDED** in the contract that results from this RFP. Vendors who are unable to complete or abide by these assurances should not respond to this request.

The documents listed below are included in **5.) Submission Documents**, which must be signed by the Chief Administrative Officer. Please review the terms and conditions. Certain documents will become part of the resulting contract that will be executed between the successful bidder and the NYS Education Department.

1. Non-Collusion Certification
2. MacBride Certification
3. Certification-Omnibus Procurement Act of 1992
4. Certification Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements
5. Offerer Disclosure of Prior Non-Responsibility Determinations
6. NYSED Substitute Form W-9 (If bidder is not yet registered in the SFS centralized vendor file.)
7. Iran Divestment Act Certification
8. Sexual Harassment Policy Certification
9. Gender-Based Violence and the Workplace Certification
10. Certification Under Executive Order No. 16

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through Dr. Betty A. Rosa, Commissioner of Education of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and

regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

Appendix A
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, licensor, 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 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, upgradings, 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

NYS M/WBE Directory

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”](#)).

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.

(June 2023)

APPENDIX A-1
AGENCY-SPECIFIC CLAUSES

Payment and Reporting

- A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.
- C. The confidentiality and Data Privacy Provisions in this Agreement of Contractor shall survive termination of this Agreement and will continue for as long as Contractor and/or its Subcontractors retain access to Confidential Information.

Responsibility Provisions

A. **General Responsibility Language**

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, 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.

B. **Suspension of Work (for Non-Responsibility)**

The Commissioner of Education or his or her designee, in his or her 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 Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Property

A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed under this agreement. The term "nonexpendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

Inventories for non-expendable assets must be submitted with the final expenditure report. In addition to or as part of whatever rights the State may have with respect to the inspection of the Contractor, the State shall have the right to inspect the inventory without notice to the Contractor.

The Contractor shall not at any time sell, trade, convey or otherwise dispose of any non-expendable assets having a market value in excess of Two Thousand Dollars (\$2,000) at the time of the desired disposition without the express permission of the State. The Contractor may seek permission in writing by certified mail to the State.

The Contractor shall not at any time use or allow to be used any non-expendable assets in a manner inconsistent with the purposes of this agreement.

B. If the Contractor wishes to continue to use any of the non-expendable assets purchased with the funds available under this agreement upon the termination of this agreement, it shall request permission from the State in writing for such continued use within twenty-five (25) days of the termination of this agreement. The Contractor's request shall itemize the non-expendable assets for which continued use is sought. The State may accept, reject or accept in part such request. If the request for continued use is allowed to any degree, it shall be conditioned upon the fact that said equipment shall continue to be used in accordance with the purposes of this agreement.

If after the State grants permission to the Contractor for "continued use" as set forth above the non-expendable assets are not used in accordance with the purposes of this agreement, the State in its discretion may elect to take title to such assets and may assert its right to possession upon thirty (30) days prior written notice by certified mail to the Contractor. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- C. Upon termination of this agreement, the State in its discretion may elect to take title and may assert its right to possession of any non-expendable assets upon thirty (30) days prior written notice by certified mail to the Contractor. The State's option to elect to take title shall be triggered by the termination of this agreement or by the State's rejection of continued use of non-expendable assets by the Contractor as set forth herein. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.
- D. The terms and conditions set forth herein regarding non-expendable assets shall survive the expiration or termination, for whatever reason, of this agreement.

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. Required Web Accessibility of Delivered Documents and Applications. If applicable, all documentation, applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy, which requires that documents, web-based information and applications are accessible to persons with disabilities. All delivered documentation and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before documents and applications will be considered a qualified deliverable under the contract or procurement.
- C. The Contractor agrees that all data, including any backups, metadata, or derivative data created, processed, stored, or transmitted under this Agreement, shall be physically housed and remain within the Continental United States (CONUS). The Contractor shall not allow data to be stored, hosted, or accessed from outside CONUS without the express prior written consent of the Department. Contractor shall ensure that all subcontractors, cloud providers, and other third parties engaged in the handling or storage of such data are contractually bound to comply with this CONUS requirement. Any violation of this provision may constitute a material breach of this Agreement and shall entitle the State to pursue all available legal or equitable remedies, including termination of the Agreement.
- D. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- E. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all

parties to this contract.

- F. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- G. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- H. No fees shall be charged by the Contractor for training provided under this agreement.
- I. Partisan Political Activity and Lobbying. Funds provided pursuant to this Agreement shall not be used for any partisan political activity or for activities that may influence legislation or the election or defeat of any candidate for public office.
- J. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- K. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

Data Privacy Provisions

- A. Definitions
 - a. **Access:** The ability to view or otherwise obtain, but not copy or save, data arising from the on-site use of an information system or from a personal meeting.
 - b. **Breach:** The unauthorized Access, acquisition, use, or Disclosure of Confidential Information that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, Access, use, or receive it, or (c) a Breach of Contractor's or Subcontractor's security that leads to the accidental or unlawful destruction, loss, alteration, Access to or Disclosure of, Confidential Information.
 - c. **Confidential Information:** Means (a) Personal Information; (b) information, the disclosure of which is regulated under one of the laws or regulations cited in Subsection B of this section; (c) information determined to be proprietary by the New York State Education Department (NYSED); and (d) any information so designated within the terms of this Agreement.
 - d. **Disclose or Disclosure:** The intentional or unintentional release, transfer, or communication of Confidential Information by any means, including oral, written, or electronic.
 - e. **Personal Information:** Information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person.
 - f. **Services:** Services provided by Contractor pursuant to this Agreement.
 - g. **Subcontractor:** Contractor's non-employee agents, consultants, and volunteers (including student interns) who are engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.
- B. Contractor may receive and/or have Access to Confidential Information regulated by one or more New York and/or federal laws and regulations, including, but not limited to, the Family Educational

Rights and Privacy Act at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); New York Education Law § 2-d (8 NYCRR Part 121); Article 39-F of the New York General Business Law; the New York Personal Privacy Protection Law at Public Officers Law article 6-A; Article 2 of the New York State Technology Law; Article 39-F of the New York General Business Law; New York Public Health Law §§ 2134 and 2782 pertaining to human immunodeficiency virus (HIV); New York Mental Health Law §33.13 pertaining to mental health records; New York Education Law § 3012-d regarding annual professional performance review (APPR); and the Health Insurance Portability and Accountability Act (HIPPA) of 1996, Pub. L. 104-191 (45 CFR Part 160). Contractor agrees to maintain the confidentiality and security of Confidential Information in accordance with applicable New York, federal and local laws, rules and regulations.

- C. Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Confidential Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use Confidential Information for any purpose other than to provide Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Confidential Information received or Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.
- D. Contractor shall adopt and maintain reasonable safeguards to protect the security, confidentiality, and integrity of Confidential Information in a manner that complies with General Business Law section 899-bb and other applicable New York State, federal and local laws, rules and regulations.
- E. Upon NYSED's request and at Contractor's expense, Contractor may be required to undergo an audit of its privacy and security safeguards, measures, and controls, or in lieu of performing an audit, provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that is no more than twelve months old.

F. Subcontractors

- a. Access to or Disclosure of Confidential Information shall only be provided to Contractor's employees and Subcontractors who need to know the Confidential Information to provide the Services and such Access and/or Disclosure of Confidential Information shall be limited to the extent necessary to provide such Services.
 - i. Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Confidential Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this Agreement.

G. Data Return and Destruction of Data

- a. Contractor is prohibited from retaining Disclosed Confidential Information or continuing to Access Confidential Information, including any copy, summary or extract of Confidential Information, on any storage medium (including, without limitation, hard copies, and storage

in secure data centers and/or cloud-based facilities) beyond the term of the this Contract unless such retention is expressly authorized by this Contract, necessary for purpose of facilitating the transfer of Confidential Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this Contract, Contractor shall transfer Confidential Information to NYSED in a format agreed to by the Parties.

- i. Contractor will ensure all Confidential Information is securely destroyed in a manner that does not allow it to be retrieved or retrievable, read, or reconstructed. Redaction and obfuscation are specifically excluded as a means of data destruction.
- ii. Upon request by NYSED, Contractor may be required to provide NYSED with a written certification of secure destruction of Confidential Information held by the Contractor and Subcontractors.

H. Breach

- a. Contractor shall promptly notify NYSED of any Breach of Confidential Information, regardless of whether the Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provided to the office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234 and must include a description of the Breach that identifies the date of the incident; the date of discovery; the types of Confidential Information affected; the number of records affected; a description of Contractor's investigation; and the name of a point of contact.
- b. When a Breach of Information is attributable to Contractor and/or its Subcontractors, Contractor shall pay for or promptly reimburse NYSED the full cost of NYSED's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law § 2-d and 8 NYCRR Part 121. NYSED will be reimbursed by Contractor within 30 days of a demand for payment under this section. Violations of these terms may be subject to penalties under Education Law § 2-d.
- c. Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach.
- d. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

I. Termination

The foregoing data privacy provisions of shall survive any termination of this Agreement and shall continue for as long as Contractor or its Subcontractors retain Access to Confidential Information.

The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Certifications

- A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is complete, true and accurate.
- B. Contractor certifies that it has not knowingly and willfully violated the prohibitions against impermissible contacts found in State Finance Law §139-j.
- C. Contractor certifies that no governmental entity has made a finding of nonresponsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

- A. If required by the Office of State Comptroller ("OSC") Guide to Financial Operations, XI.18.C Consultant Disclosure and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

Reports may be submitted to OSC by either method listed below:

By email (preferred method): Please send a signed, scanned copy to CDMOST@osc.ny.gov with "Consultant Disclosure Form B" in the subject line, or,

By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

Reports may be submitted to DCS by either method listed below:

By email (preferred method): Please send a signed, scanned copy to SubmitformB@cs.ny.gov with "Consultant Disclosure Form B" in the subject line, or,

By mail: NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Executive Office

Reports may be submitted to NYSED by either method listed below:

By email (preferred method): Please send a signed, scanned copy to CAU@nysed.gov with "Consultant Disclosure Form B" in the subject line, or,

By mail: NYS Education Department
Contract Administration Unit
Room 505 W EB
Albany, NY 12234

C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.

D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:

1. Appendix A - Standard Clauses for all State Contracts
2. State of New York Agreement
3. Appendix A-1 – Agency-Specific Clauses
4. Appendix X - Sample Modification Agreement Form (where applicable)
5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
6. Appendix B - Budget
7. Appendix C - Payment and Reporting Schedule
8. Appendix R –Contractor's Data Privacy and Security Plan (where applicable)
9. Appendix D - Program Work Plan

Revised 08/20/25

ATTACHMENT A: DEFINITIONS

Certified Sign Language Interpreter: An interpreter who has obtained certification through the Registry of Interpreters for the Deaf (RID), the Board for Evaluation of Interpreters (BEI) at the advanced level and above or maintenance of a Level III and above under the former BEI system , or another nationally recognized certification body.

Communicative Impairments - Expressive/Receptive - individuals whose speech and language impairments come in combination with other impairments such as cerebral palsy, traumatic brain injury, stroke, developmental or intellectual disability, multiple sclerosis, deafness, etc.

Complex/Specialized Interpreting: Interpreters assigned to technical or specialized assignments including the need to perform:

- **Deaf-Blind Interpretation** – to include but not limited to Tactile American Sign Language, ProTactile, and Haptics
- **Interpretation for Deaf Individuals with an Intellectual Disability** - refers to using a sign language interpreter who has specific training and skills to effectively communicate with someone who has an intellectual disability, often requiring simplified signing, visual aids, and a slower pace to ensure comprehension; this may involve using adapted sign systems which are designed to be more accessible for individuals with cognitive impairments.
- **Trilingual Interpretation** - When there are three or more languages at play and at least one of them is a signed language.

Customer Based Services: Sign language interpreters are needed for customers to access communication at various phases of the vocational rehabilitation process. This includes during the provision of vocational rehabilitation services ranging from vocational evaluation, training, including college (covering a range of academic subject matter) and other proprietary training programs, or job interviews that result in successful employment of individuals who are deaf, deaf blind, hard of hearing, and late deafened who have limited English proficiency. Interpreter services ensure adequate communication between the customers, ACCES-VR staff, and ACCES-VR providers to assure maximum benefit from vocational rehabilitation services.

Deaf - may include individuals who rely upon sign language as their primary communication strategy. Such individuals often depend on sign language interpreters when involved with others who use speech and hearing for communication, while using text technology and video relay for telecommunication and captioning for media access.

Certified Deaf Sign Language Interpreter (CDI) is an individual who is deaf or hard of hearing and has been certified as a sign language interpreter by the RID, BEI at the advanced level and above or at a Level III and above under the former BEI system, or other nationally recognized certifications.

Hard of Hearing - individuals who have lost some of their hearing ability but can communicate with others - most often through speech and hearing, with or without hearing technology. These individuals can hear spoken communication and understand some or all of what is spoken in various situations depending on their ability and willingness to use assistive technology.

Late Deafened - may include individuals with adult-onset hearing loss, commonly identified as "late deafened" and those who are described as "oral deaf." They may not rely primarily on sign language for communication. Late Deafened persons have an onset of deafness or severe loss of hearing that occurred after the normal acquisition and development of speech and language.

Limited English Proficiency (LEP) - a term used to describe people who have a limited ability to read, write, speak, or understand English, and who do not speak English as their primary language.

An individual who struggles with the English language is typically referred to as someone with "limited English proficiency (LEP)" within the Deaf community, as their primary mode of communication is likely sign language.

On-site Interpreting: On-site Interpreting sign language interpreter service is to be considered as the preferred sign language interpreter service for both customer and ACCES-VR staff. This approach ensures clear, direct communication and enhances the effectiveness of interactions, offering an optimal experience for all parties involved.

Pre-Certified Sign Language Interpreter: A hearing or deaf interpreter who has not yet earned certification from RID, BEI, or another recognized body must meet the following qualifications:

Pathway 1 – Agency Evaluation

The interpreter has successfully completed a comprehensive internal evaluation conducted by the interpreter referral agency. The agency must use a documented internal assessment process consistent with the requirements outlined in the **Assessment of Pre-Certified Interpreters (APCI)** (see **Attachment E**) to determine interpreter readiness for assignment.

Pathway 2 – External Exams (for agencies without an internal process)

If the agency does not maintain a documented internal evaluation process, then a pre-certified interpreter must meet both of the following:

A. Knowledge Requirement

Passage of the RID General Knowledge Examination.

B. Language Proficiency Requirement

Completion of one of the following recognized ASL performance assessments with the minimum rating indicated:

- SLPI (NTID/RIT): Rating of Intermediate Plus (I+) or higher, or
- ASLPI (Gallaudet University): Rating of 3.5 or higher.

Staff Based and Administrative Services: Sign language interpreters are utilized to assist deaf and hard of hearing, and hearing VR staff to accommodate the needs of deaf and hard of hearing individuals at ACCES-VR sponsored events, including employment fairs, orientations.

Sign Language Interpreter - an individual who is Certified or Pre-certified and possesses skills in the language of signs and finger spelling. A Certified or Pre-certified language interpreter can sign what is said to the deaf individual and voice to the hearing person. Communication must be conveyed in an accurate, effective, impartial manner. In addition, Certified or Pre-certified interpreters must be familiar with any specialized vocabulary used during communication.

Video Remote Interpreting: Occurs when one or more of the parties (customer, interpreter, and/or instructor/service provider) are located at a different location whereas a video of the interpreter or the instructor is used to communicate with the customer. These video services may be via WebEx, Zoom, Teams, video relay operator, etc.

ATTACHMENT B:

Annual Contract Performance Review

Quarterly Progress Reports

- Timeliness of submission
- Unfilled assignments
- Vendor initiated cancellations
- Interpreter no-shows

Staffing Qualifications

- Verify adequate staffing and qualifications

Customer Satisfaction

- Vendors are required to regularly survey customers regarding their satisfaction with interpreter services and submit the results to ACCES-VR
- Will be analyzed for average satisfaction scores, positive themes and areas for improvement.

Contract Utilization

- Monitor the percentage of contract funds utilized compared to the total funds available to evaluate for over or under utilization

Payment Requests and Invoicing

- Timeliness of payment request submissions
- Monitoring open authorizations with no activity
- Auditing of payment requests

Recommendations

- Continue contract as-is
- Amend contract
- Continue with conditions/improvements - Corrective Action
- Discontinue/Pause use of vendor

ATTACHMENT C:

Sign Language Interpreting Customer Feedback
Contract Performance Report

ACCES-VR request that you take the opportunity to provide feedback on sign language interpreters. We want to know if the contract has measured up to your expectations. This information will be used to determine the effectiveness of the contract and improve services. Please feel free to make additional comments.

Agency :			
Customer Name: (Optional)			
Name of Interpreter (if known)			
Service Received:		<input type="checkbox"/> On-Site	<input type="checkbox"/> Video Remote Interpreting

<u>Video Remote Interpreting (VRI) Only</u>			
(Check Appropriate Box)	Yes – Everything worked well. No issues	Somewhat - Minor issues, but I was able to communicate and understand interpreter	No - Technical problems disrupted the session.
The interpreter's equipment worked throughout entire session with no technical issues.			

What was the purpose of the interpreting service? (check all that apply)

- Meeting with my Vocational Rehabilitation Counselor*
- Used during an assessment*
- Education or training program*
- Meeting with my Job Developer/Job Coach*
- Meeting with a potential employer*
- At my job*
- Other:* _____

Sign Language Interpreter	1 – Strongly Disagree	2 - Disagree	3	4 - Agree	5 – Strongly Agree
The interpreter arrived on time.					
Interpreter demonstrated professional conduct					
Interpreter's skills were appropriate					

Is there anything else you would like to share or suggest for improvement?

Would you like someone from ACCES-VR to contact you about your feedback?

Yes No

If yes, provide your preferred contact information:

Name: _____

Email: _____

Phone: _____

ATTACHMENT D:

Registry of Interpreters for the Deaf, Inc. (RID) Code of Conduct

The Registry of Interpreters for the Deaf, Inc. (RID) has established the following principles of ethical behavior to protect and guide interpreters and transliterators and hearing and deaf customers. Underlying these principles is the desire to ensure for all the right to communicate.

This Code of Conduct applies to all members of the Registry of Interpreters for the Deaf, Inc. and to all certified non-members.

1. Interpreters/transliterators shall keep all assignment-related information strictly confidential.
2. Interpreters/transliterators shall render the message faithfully, always conveying the content and spirit of the speaker using the language most readily understood by the person(s) whom they serve.
3. Interpreters/transliterators shall not counsel, advise or interject their own subjective opinions.
4. Interpreters/transliterators shall accept assignments using discretion regarding skill, setting, and the customer involved.
5. Interpreters/transliterators shall request compensation for services in a professional and judicious manner.
6. Interpreters/transliterators shall function in a manner appropriate to the situation.
7. Interpreters/transliterators shall strive to further knowledge and skills through participation in workshops, professional meetings, interaction with professional colleagues, and reading of current literature in the field.
8. Interpreters/transliterators by virtue of membership or certification by the RID, Inc. shall strive to maintain high professional standards in compliance with the Code of Ethics.

The Registry of Interpreters of the Deaf, Inc. (RID) signed an agreement to form a separate certifying entity: National Interpreting Council (**NIC**). The NIC is charged with revising a Code of Ethics for NIC and would be broader in scope than the current Code of Ethics from RID. Additionally, NIC is overseeing the development of a national test that will lead to certification entitled: National Certified Interpreter (**NCI**).

ATTACHMENT E:

Adult Career and Continuing Education Services
Vocational Rehabilitation (ACCES-VR)
Assessment of Pre-Certified Interpreters (APCI)
For Non-Certified Interpreters (Hearing and Deaf)

To qualify as *pre-certified* under the internal evaluation pathway, agencies must assess and document interpreter competence in **three required domains**:

- 1. Foundational Knowledge**
- 2. ASL / English Language Proficiency**

Agencies may design and administer their own assessments, but the process must meet or exceed the standards outlined below.

1. Foundational Knowledge Assessment

The agency must verify that the interpreter has a baseline understanding of:

- Deaf culture and community norms
- Ethics and decision-making in interpreting
- Confidentiality and professional conduct
- Fundamentals of interpreting including interpreter roles and boundaries

Documentation Required:

Score sheets or evaluator notes showing that minimum knowledge standards were met.

2. Language Proficiency Assessment

The agency must evaluate the interpreter's expressive and receptive language proficiency. At a minimum, the language proficiency assessment must confirm that the interpreter can:

- **Receive and produce messages in ASL and English** using appropriate interpreting modes (e.g., consecutive, simultaneous, sight translation).
- **Maintain overall message equivalency**, conveying meaning accurately rather than word-for-word.
- **Use appropriate ASL and English structures and features**, including grammar, discourse features, referential clarity, spatial representation, and appropriate register.
- **Adjust language use to the customer**, considering communication needs, cultural and linguistic background, and situational context.
- **Monitor comprehension and accuracy**, self-correct when needed, and maintain professional transparency during corrections.

Documentation Required:

Evaluator rating sheets, completed rubrics, or recorded samples demonstrating the interpreter's language proficiency level.

3. Minimum Standard for Passing

To be classified as *pre-certified*, the interpreter must:

- Pass both APCI domains, and
- Be deemed capable of handling routine ACCES-VR assignments safely and competently.

Agencies may establish higher internal standards, but **not lower** than the APCI minimum.

Attachment F:**Adult Career and Continuing Education Services-Vocational Rehabilitation
(ACCES-VR) District Offices**

Region 1	
Bronx District Office Estimated Total Hours Needed: 25,221 Rebecca Robinson Lawrence, Regional Coordinator Maria Vaquez, District Office Manager 1215 Zerega Ave Bronx, NY 10462 Telephone: (718) 931-3500 Counties in Catchment Area Bronx	Brooklyn District Office Estimated Total Hours Needed: 18,979 Rebecca Robinson Lawrence, Regional Coordinator Nadia Jeanty, District Office Manager 55 Hanson Place, 2nd Floor Brooklyn, NY 11217-1578 Telephone: (718) 722-6700 Counties in Catchment Area Kings
Manhattan District Office Estimated Total Hours Needed: 6,488 Rebecca Robinson-Lawrence, Regional Coordinator Danielle DiScala, District Office Manager 116 West 32nd Street, 5th Floor New York, NY 10001 Telephone: (212) 630-2300 Harlem Office 163 West 125th Street, Room 713 Adam Clayton Powell Jr. State Office Building New York, NY 10027 Telephone: (212) 961-4420 Staten Island Office 2071 Clove Road, Suite 302 Staten Island, NY 10304 Telephone: (718) 816-4800	Queens District Office Estimated Total Hours Needed: 27,558 Rebecca Robinson-Lawrence, Regional Coordinator Magaly Lovell, District Office Manager 88-11 165th St., 7th Floor Jamaica, NY 11432 Telephone: (347) 510-3100 Counties in Catchment Area Queens

Counties in Catchment Area New York, Richmond	
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Region 2

Garden City District Office Estimated Total Hours Needed: 3,443 Veronica Rose-Craig, Regional Coordinator Nicholas Spinelli, District Office Manager 711 Stewart Avenue, Suite 4 Garden City, NY 11530 Telephone: (516) 227-6800 Counties in Catchment Area Nassau	Hauppauge District Office Estimated Total Hours Needed: 5,675 Veronica Rose-Craig, Regional Coordinator Catherine DeSalvo, District Office Manager NYS Office Building, 250 Veterans Highway Hauppauge, NY 11788 Telephone: (631) 952-6357 Riverhead Office 524 East Main Street, Suite 206 Riverhead, NY 11901 Telephone: (631) 727-6496 Counties in Catchment Area Suffolk
White Plains District Office Estimated Total Hours Needed: 1,527 Veronica Rose-Craig, Regional Coordinator Ramona Fuentes, District Office Manager 75 South Broadway, Suite 200 White Plains, NY 10601 Telephone: (914) 946-1313 Spring Valley Office Pascack Plaza 15 Perlman Drive, 2nd Floor Spring Valley, NY 10977 Telephone: (845) 426-5410 Counties in Catchment Area Rockland, Westchester	

Region 3	
<p>Albany District Office</p> <p>Estimated Total Hours Needed: 5,428</p> <p>Angela Patella, Regional Coordinator</p> <p>Scott Brazie, District Office Manager 80 Wolf Rd, Suite 200 Albany, NY 12205-2644 Telephone: (518) 473-8097</p> <p>Counties in Catchment Area Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington</p>	<p>Malone District Office</p> <p>Estimated Total Hours Needed: 2,154</p> <p>Angela Patella, Regional Coordinator</p> <p>Christine Sampson-Downs, District Office Manager 209 West Main Street, Suite 3 Malone, NY 12953-9501 Telephone: (518) 483-3530</p> <p>Counties in Catchment Area Clinton, Essex, Franklin, St. Lawrence</p>
<p>Mid-Hudson District Office</p> <p>Estimated Total Hours Needed: 2,103</p> <p>Angela Patella, Regional Coordinator</p> <p>Kaitlynne White, District Office Manager Manchester Mill Centre, Suite 200 301 Manchester Road Poughkeepsie, NY 12603 Telephone: (845) 452-5325</p> <p>Kingston Office 65 Albany Avenue, Suite E Kingston, NY 12401 Telephone: (845) 339-4270</p> <p>Middletown Office 85 Crystal Run Road Middletown, NY 10941 Telephone: (845) 346-4260</p> <p>Counties in Catchment Area Duchess, Orange, Putnam, Sullivan, Ulster</p>	

Region 4

Southern Tier District Office Estimated Total Hours Needed: 4,513 Bethanne Guest-Bergum, Regional Coordinator Andrew Tunison, District Office Manager 44 Hawley Street, Room 705 Binghamton, NY 13901-4470 Telephone: (607) 721-8400 Elmira Office 609 Church Street Elmira, NY 14901 Telephone: (607) 734-5294 Counties in Catchment Area Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins	Syracuse District Office Estimated Total Hours Needed: 5,571 Bethanne Guest-Bergum, Regional Coordinator (Temp) James Thompson, District Office Manager 333 East Washington Street, Room 230 Syracuse, NY 13202 Telephone: (315) 428-4179 Counties in Catchment Area Cayuga, Cortland, Jefferson, Madison, Onondaga, Oswego
Utica District Office Estimated Total Hours Needed: 4,130 Angela Patella, Regional Coordinator (Temp) Allene Monaghan, District Office Manager 207 Genesee Street, Utica, NY 13501 Telephone: (315) 793-2536 Johnstown Office 55 East Main Street, Suite 010 Johnstown, NY 12095 Telephone: (518) 773-2884 Counties in Catchment Area Fulton, Hamilton, Herkimer, Lewis, Montgomery, Oneida	

Region 5

Rochester District Office Estimated Total Hours Needed: 21,800 Bethanne Guest-Bergum, Regional Coordinator (Temp) Judy Honan, District Office Manager 109 South Union Street, 2nd Floor Rochester, NY 14607 Telephone: (585) 238-2900 Geneva Office 70 Elizabeth Blackwell Street Geneva, NY 14456 Telephone: (315) 789-0191 Geneseo Office Livingston County Government Center 6 Court Street, Room 105 Geneseo, NY 14454 Telephone: (585) 238-2900 Counties in Catchment Area Livingston, Monroe, Ontario, Seneca, Wayne, Yates	Buffalo District Office Estimated Total Hours Needed: 16,909 Bethanne Guest-Bergum, Regional Coordinator 508 Main Street Buffalo, NY 14202 Telephone: (888) 652-7062 Counties in Catchment Area Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming
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Attachment G:

USE OF A DEAF INTERPRETER

A Deaf Interpreter is an individual who is deaf or hard of hearing and has been vetted either through formal certification (e.g., Certified Deaf Interpreter) or through ACCES-VR pre-certification qualification process as a sign language interpreter.

Specialized training and/or experience

In addition to excellent general communication skills and general interpreter training, the DI may also have specialized training and/or experience in use of gesture, mime, props, drawings, and other tools to enhance communication. The DI has an extensive knowledge and understanding of deafness, the deaf community, and/or Deaf culture which combined with excellent communication skills, can bring added expertise into both routine and uniquely difficult interpreting situations.

Meeting special communication challenges

A Deaf Interpreter may be needed when the communication mode of a deaf customer is so unique that it cannot be adequately accessed by interpreters who are hearing. Some such situations may involve individuals who:

- use idiosyncratic non-standard signs or gestures such as those commonly referred to as “home signs” which are unique to a family
- use a foreign sign language
- have minimal or limited communication skills
- are deaf-blind or deaf with limited vision
- use signs particular to a given region, ethnic or age group
- have characteristics reflective of Deaf Culture not familiar to hearing interpreters.

The DI at Work as a team member

Often a Deaf Interpreter works as a team member with a certified sign language interpreter who is hearing. In some situations, a DI/hearing interpreter team can communicate more effectively than a hearing interpreter alone or a team of two hearing interpreters or a DI alone. In the DI/hearing interpreter team situation, the DI transmits message content between a deaf customer and a hearing interpreter; the hearing interpreter transmits message content between the DI and a hearing customer. While this process resembles a message relay, it is more than that. Each interpreter receives the message in one communication mode (or language), processes it linguistically and culturally, and then passes it on in the appropriate communication mode. In even more challenging situations, the DI and hearing interpreter may work together to understand a deaf individual's message, confer with each other to arrive at their best interpretation, then convey that interpretation to the hearing party.

For Deaf-Blind individuals

When a customer who is deaf-blind is involved, the Deaf Interpreter may receive a speaker's message visually, then relay it to the deaf-blind individual through the sense of touch or at close visual range. This process is not a simple relay in which the DI sees the signs and copies them for the person who is deaf-blind. The DI processes the message, then transmits it in the mode most easily understood by the individual who is deaf-blind.

Solo

The DI sometimes works as the sole interpreter in a situation. In these instances, the DI may use sign language or other communication modes that are effective with a particular deaf individual; and may use, with the hearing customer, a combination of speech, speech reading, residual hearing, and written communication.

On the platform

The DI sometimes functions as interpreter before an audience. This may involve the DI watching a hearing interpreter and restating the message to the audience in a different sign mode.

Benefits of using a Deaf Interpreter are:

- optimal understanding by all parties
- efficient use of time and resources
- clarification of linguistic and/or cultural confusion and misunderstanding(s)
- arrival at a clear conclusion in the interpreting situation

RID believes that when use of a Deaf Interpreter (DI) is appropriate, the DI and a certified interpreter who is hearing can function as a highly effective team to provide quality communication access for everyone involved.