

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

(This is not an order)
**BID MUST BE MADE ON THIS SHEET
 OR AS OTHERWISE SPECIFIED**

**NYS OFFICE OF COURT ADMINISTRATION
 CONTRACT & PROCUREMENT ADMINISTRATION
 42 KARNER ROAD
 ALBANY, NY 12205**
 (Agency Name and Address)

Direct Inquiries to: **MR. GLENN R HARRISON
 CONTRACT & PROCUREMENT ADMINISTRATOR**
 Telephone No.: **(518) 869-4732**

Price to include delivery to (describe exact location and method of delivery)

PER ATTACHED RFP/SPECIFICATIONS

Bid Number: OCA/CPA - 277	Commodity Group:
Opening Date: FEBRUARY 24, 2004 Time: 11:00 A.M.	Commodity Name: VIDEO PRODUCTION & DUPLICATION

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (DECEMBER 1998) ARE FULLY INCORPORATED HEREIN.

<p>Agency's Specification of item(s) Required (include quantities)</p> <p><u>UCS ATTACHMENT I</u> ATTACHED & INCORPORATED HEREIN.</p> <p>ESTIMATED QUANTITY TERM CONTRACT COMMENCING APRIL 01, 2004 - MARCH 31, 2005 WITH OPTIONS</p>	<p>Bidder's Quotation and Specific Description of Item Offered</p> <p>BIDDERS ARE TO SUBMIT ALL REQUIRED DOCUMENTATION AND PRICING IN THE FORMAT PRESCRIBED BY THE ATTACHED RFP/SPECIFICATIONS.</p>
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NOTICE TO BIDDERS

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed bids for furnishing the item(s) in this Request for Bid will be received at the above address. When submitting a bid, you must:

1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your bid deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.

5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS WILL BE REJECTED.**

BIDDER HEREBY CERTIFIES THAT THE ABOVE QUOTED (OR OTHERWISE NOTED) PRICES ARE APPLICABLE TO ALL CUSTOMERS FOR COMPARABLE QUANTITIES, QUALITY, STYLES OR SERVICES.

BIDS MUST BE SIGNED

Bidder's Firm Name:		Employer's Federal Identification Number	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number	

SUBMISSION CHECKLIST

BE SURE TO INCLUDE ALL OF THE FOLLOWING WITH YOUR BID SUBMISSION:

REQUEST FOR BID FORM _____

PRODUCTION OUTLINE _____

QUALIFICATIONS, EXPERIENCE, CREDITS _____

BID RESPONSE FORM (PRICING) _____

THREE (3) REFERENCES _____

ACKNOWLEDGMENT FORM (NOTARY) _____

NON-COLLUSIVE BIDDING CERTIFICATION _____

TWO (2) COMPARABLE VIDEOS _____

OTHER SUPPORTING DOCUMENTS, BROCHURES _____

BIDDER MAY RETAIN THIS "CHECKLIST" OR INCLUDE IT (OR A COPY) WITH THEIR SUBMISSION.

BID RESPONSE FORM

BIDDERS **MUST** ENTER ALL PRICING ON THIS FORM. **PRICES ARE TO BE NET F.O.B. DESTINATION PER SPECIFICATIONS.**

NOTE: "NO CHARGE" OR "NC" MUST BE ENTERED FOR ANY ASPECT OR COSTS FOR WHICH BIDDER **DOES NOT** INTEND TO CHARGE.

I. PRODUCTION:

(INCLUDING "ROUGH CUT" TAPES (VHS))

TOTAL NET COSTS: \$ _____

II. INTRODUCTION PIECE BY CHIEF JUDGE

TOTAL NET COST: \$ _____

III. MASTER VIDEOS

TAPES:

"BROADCAST" FORMAT - MAKE & GRADE: _____
PRICE EACH \$ _____ X TWO (2) = \$ _____

DVDS:

"BROADCAST" FORMAT - MAKE & GRADE: _____
PRICE EACH \$ _____ X TWO (2) = \$ _____

TOTAL: \$ _____

IV. DUPLICATION, PACKAGING & LABELING:

"BROADCAST" FORMAT - MAKE & GRADE: _____

COST PER TAPE: \$ _____ X (400) DUPES = \$ _____

COST PER DVD: \$ _____ X (100) DUPES = \$ _____

TOTAL: \$ _____

GRAND TOTAL (ITEMS I, II, III, IV): \$ _____

GUARANTEED PRODUCTION TIME FROM RECEIPT OF PURCHASE ORDER TO DELIVERY OF "ROUGH CUT" VIDEOS:

_____ BUSINESS DAYS A.R.O.

NAME OF COMPANY

AUTHORIZED SIGNATURE

DATE

NAME IN PRINT

TITLE

**NYS UNIFIED COURT SYSTEM
STANDARD REQUEST FOR BID CLAUSES & FORMS
ATTACHMENT I**

NOTE: In addition to such other requirements as may be referenced or incorporated herein, the following clauses shall apply to this Request For Bid (RFB)/Request For Proposal (RFP):

OGS SPECIFICATIONS:

All provisions of the NYS Office of General Services General Specifications - Commodities & Non-Technology Services dated **December 1999**, and where applicable, Technology Products & Services (November 2000) and/or Negotiated Software Contracts (July 2001) (copies available upon request) will apply to this bid invitation, except that, **"Chief Administrative Judge, or designee" shall replace, "Commissioner of OGS" wherever it appears.** Should there be any conflict between the OGS Specifications and the procurement policies and procedures of the NYS Unified Court System (hereafter, UCS), the latter shall prevail.

The Unified Court System (hereafter, UCS) reserves the right to waive minor discrepancies and to reject any and all bids if considered in the best interest of the UCS to do so.

AGREEMENT TO CONTRACT:

Bids submitted in response to this solicitation shall constitute agreement to contract by the respective bidder(s).

PREFERRED SOURCE NOTIFICATION:

Organizations identified as Preferred Sources pursuant to **NYS Finance Law Sections 162.1 and 162.2a,2b, and 2c,2d,2e** submitting bids which are in compliance with this RFB/RFP and Specification may, at the discretion of the court/agency, be awarded the bid where the bid price is not in excess of ten percent (10%) of the lowest responsible bidder.

GRIEVANCE / INQUIRY POLICY:

Any firm or individual having a legitimate interest in this solicitation, or resulting contract award, and wishing to file a formal grievance or inquiry may request a copy of the **Unified Court System Policy & Procedure for the Resolution of Grievances & Inquiries** by contacting the judicial location noted in this RFB/RFP.

ORDERS:

Bidders are advised that any awarded contract shall not constitute an order to ship and further, places no obligation upon the UCS to place any orders with the contractor. However, the contractor shall accept all orders placed by the courts and related agencies during the term of the contract for all items for which an award is made. Such orders shall be considered binding upon the contractor when placed in the mail to the address indicated in the award pursuant to the terms thereof.

APPENDIX A:

NYS/UCS Standard Clauses for all Contracts (07:03) is attached and incorporated herein.

NON-COLLUSIVE BIDDING CERTIFICATE:

Attached **Non-Collusive Bidding Certificate** must be executed, signed and returned with other required bid documents.

ACKNOWLEDGMENT:

Attached, appropriate acknowledgment form must be executed, properly notarized and included with all bid documents.

PAYMENTS OF INTEREST:

The payments of interest on certain amounts due and owed may be made in accordance with the criteria established by **Chapter 153 of the Laws of 1984 (Article 11A of the New York State Finance Law) and the Comptroller's Bulletin no. A-91.**

REFERENCES:

Upon request, bidders must provide the names of at least _____ () prior or current clients (including contact person and phone numbers) for whom specified product/service has been provided.

ADDITIONAL INFORMATION:

The Unified Court System (UCS) may request any and all additional information of the bidder(s) deemed necessary for proper analysis and award determination including, but not limited to, documentation as to financial stability of the bidder.

BID VALIDATION PERIOD:

All proposals submitted in response to this solicitation shall remain valid past the period provided for in the **OGS General Specifications** until such time as an award is made or the bidder withdraws his bid (in writing), whichever occurs first.

RECYCLED PRODUCTS:

Products purchased by the courts and related agencies of the NYS Unified Court Systems shall be in compliance with **Sec. 40-a. of the NYS Judiciary Law (L.1994, c.468)**, and UCS policy thereto. Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements set forth by the NYS Departments of Environmental Conservation and Economic Development. If bidding a recycled product, bidders must attach completed **Bidder's Certification of Recycled Products** and **Manufacturers Affidavit of Recycled Content** forms.

NOTE: If this RFB/RFP is for printing, the following clauses shall also apply:

UCS PRINTING POLICY:

No contract will be awarded to any bidder who, in the opinion of the Unified Court System (UCS), does not have satisfactory facilities and equipment sufficient to produce the major portion of the work as defined in the specification and resulting contract and insure the proper performance and delivery thereof.

In this regard, the UCS may request all documentation it deems necessary to make proper determination and the bidder agrees to make such facilities and equipment available for inspection. Failure to provide requested documentation will cause the bidder to be rejected.

Accordingly, bidders must execute the attached **Bidder's Certification of Work** form.

RECYCLED PAPER:

Any printing required by the judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

OVER-RUNS:

A 05% over-run will be allowed per individual item order of up to 50,000 quantity and 03% per individual item order in excess of 50,000 quantity. However, such allowance shall not be construed as an approved, automatic add-on, but is intended only to cover unavoidable excesses in the production cycle.

ATTACHMENT I

STATE OF NEW YORK
UNIFIED COURT SYSTEM

NON-COLLUSIVE BIDDING CERTIFICATE

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

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

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

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

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation; for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (1) , (2) and (3) above.

Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Name of Bidder: _____ Employer's Federal ID #: _____

Address: _____
Street City County State Zip Code

Telephone #: _____

Signature of Bidder: _____ Printed or typed
copy of signature: _____

Official Title: _____

ATTACHMENT I

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF _____)
COUNTY OF _____) **SS:**

On this _____ day of _____ 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

NOTARY PUBLIC

ACKNOWLEDGMENT OF CORPORATION

STATE OF _____)
COUNTY OF _____) **SS:**

On this _____ day of _____ 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____, of the _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF WORK
(PRINTING)

RFB # _____

BID OPENING: _____

ITEM: _____

RECYCLED PAPER:

Pursuant to **Sec. 40-a. of the Judiciary Law (L.1994, c.468)**, any printing required by judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

BIDDER HEREBY CERTIFIES THAT ALL WORK DEFINED BY THE ABOVE SPECIFICATION WILL BE PERFORMED ON BIDDER'S FACILITIES EXCEPT AS NOTED BELOW (BIDDER MUST PROVIDE THE FOLLOWING INFORMATION FOR ALL WORK WHICH WILL BE PERFORMED BY AN OUTSIDE CONCERN - I.E. SUBCONTRACTOR):

NOTE: ALL SUBCONTRACTING IS SUBJECT TO THE APPROVAL OF THE UNIFIED COURT SYSTEM AND THE BIDDER REMAINS FULLY RESPONSIBLE AND LIABLE FOR ALL WORK PERFORMED BY SUCH SUBCONTRACTORS.

WORK	SUBCONTRACTOR: NAME, ADDRESS, PHONE
A _____ _____	_____ _____
B _____ _____	_____ _____
C _____ _____	_____ _____

NOTE: THE FOLLOWING SECTION MUST BE COMPLETED AND FORM RETURNED IN ALL INSTANCES:

_____ NAME OF COMPANY	_____ AUTHORIZED SIGNATURE
_____ ADDRESS	_____ NAME IN PRINT
_____ ADDRESS	_____ TITLE
_____ DATE	

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF RECYCLED PRODUCT(S)
(TO BE COMPLETED BY BIDDER)

RFB # _____

BID OPENING: _____

ITEM: _____

Pursuant to **Sec. 40-a of the Judiciary Law (L. 1994, c.468)**, it is the policy of the UCS that products purchased by the courts shall be recycled products, which meet contract specifications, unless the product is only available without recycled content, and provided that the cost of the recycled product does not exceed a cost premium of ten percent (10%) above the cost of a comparable product that is not a recycled product or, if at least fifty percent (50%) of the secondary materials used in the manufacture of that product are generated from the waste stream of NYS, the cost of the recycled product does not exceed a cost premium of fifteen (15%) above the cost of a comparable product that is not a recycled product.

Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements (**including Manufacturer's Affidavit of Recycled Content**) set forth by the NYS Departments of Environmental Conservation and Economic Development.

Failure to complete this certification and attach required manufacturer's affidavit will result in a waiver of bidder's recycled preference.

This certification/affidavit shall remain in effect unless revised or rescinded by the certifying manufacturer or made null & void by superseding NYS statute(s).

Bidder hereby certifies that the product(s) offered are in compliance with all applicable New York State recycled/recycling statutes and respectfully requests preferential consideration as cited above. In support of this request, attached is the executed **Manufacturer's Affidavit of Recycled Content.**

NAME OF COMPANY

AUTHORIZED SIGNATURE

DATE

NAME IN PRINT

TITLE

(UCS - Rev.07/01/03)

ATTACHMENT I

**NEW YORK STATE
UNIFIED COURT SYSTEM**

**MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT
(TO BE COMPLETED BY MANUFACTURER)**

RFB # _____

BID OPENING: _____

I, _____ of _____ being duly sworn,
depose and say that for the item(s) listed below, the recycled content which conforms to
the New York State requirements are as specified.

PRODUCT	BRAND NAME	TOTAL RECYCLED CONTENT	POST CONSUMER CONTENT
1 _____	_____	_____ %	_____ %
2 _____	_____	_____ %	_____ %
3 _____	_____	_____ %	_____ %
4 _____	_____	_____ %	_____ %

SECONDARY MATERIAL NYS WASTE STREAM	CHECK IF DED/DEC APPROVED
1 _____ %	_____
2 _____ %	_____
3 _____ %	_____
4 _____ %	_____

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: _____

ADDRESS: _____ PHONE: _____

AFFIDAVIT SUBMITTED ON BEHALF OF: _____ (BIDDER)

SIGNATURE-MFG. REP.: _____ TITLE: _____

NAME IN PRINT: _____ DATED: _____

SWORN TO BEFORE ME THIS _____ DAY OF _____, 19 _____

NOTARY PUBLIC: _____

New York State Unified Court System
Appendix A
Standard Clauses for all 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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment 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 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds \$15,000.00, 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, 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.
4. **WORKER'S 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 because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. 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 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.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants 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 \$5,000.00, the Contractor agrees, as 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 UCS 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 or appeal (2 NYCRR 105.4).

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 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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, 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 projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, 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, up-gradings, 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", "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; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. 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 Governor's Office 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 XI-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. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

**RFB# OCA/CPA-277
VIDEO PRODUCTION & DUPLICATION**

**BIDS DUE: FEBRUARY 24, 2004
11:00 AM**

GENERAL SPECIFICATIONS

NOTE: IN ADDITION TO SUCH OTHER CLAUSES AND PROVISIONS AS MAY BE REFERENCED HEREIN, THE NEW YORK STATE UNIFIED COURTS SYSTEM STANDARD REQUEST FOR BID CLAUSES & FORMS - ATTACHMENT I ARE ATTACHED HERETO AND INCORPORATED HEREIN.

PURPOSE AND SCOPE OF THE PROJECT:

THE OFFICE OF COURT ADMINISTRATION - CONTRACT & PROCUREMENT ADMINISTRATION UNIT (HEREAFTER, OCA/CPA) IS SOLICITING SEALED PROPOSALS ON BEHALF OF THE OCA - LAWYER ASSISTANCE TRUST (HEREAFTER, LAT) TO ESTABLISH AN **ESTIMATED QUANTITY TERM CONTRACT** TO AN EXPERIENCED, QUALIFIED FIRM FOR THE PRODUCTION AND DUPLICATION OF VIDEO TAPES (VHS) & DVD'S. THE SUBJECT MATTER WILL BE ALCOHOL & SUBSTANCE ABUSE BY LAWYERS IN NEW YORK STATE BASED UPON TWO PROFESSIONALLY WRITTEN SCRIPTS COMMISSIONED BY THE LAT AND ATTACHED HERETO AS APPENDICES B & C.

BID DUE DATE:

BIDS MUST BE RECEIVED ON OR BEFORE 11:00AM FEBRUARY 24, 2004 AT THE OFFICE OF COURT ADMINISTRATION - CONTRACT & PROCUREMENT ADMINISTRATION UNIT, 42 KARNER ROAD, ALBANY, NY 12205 TO RECEIVE CONSIDERATION. ALL TIMELY RESPONSES WILL BE OPENED AT THAT TIME.

PRE-BID CONFERENCE:

A PRE-BID CONFERENCE WILL BE CONDUCTED AT **11:00AM SHARP ON TUESDAY, FEBRUARY 10, 2004** AT OCA/CPA OFFICES, 42 KARNER ROAD, ALBANY, NY 12205 AT WHICH TIME QUESTIONS WILL BE ENTERTAINED AND CLARIFICATIONS PROVIDED, WHERE NECESSARY. WHILE ATTENDANCE IS NOT MANDATORY, INTERESTED PARTIES ARE STRONGLY ENCOURAGED TO ATTEND. BIDDERS MUST NOTIFY THE CONTRACT & PROCUREMENT ADMINISTRATOR AT (518) 869-4732 OR GHARRISO@COURTS.STATE.NY.US AT LEAST TWO (2) BUSINESS DAYS PRIOR TO PRE-BID OF THEIR INTENT TO ATTEND.

ESTIMATED QUANTITIES:

ANY STATED REQUIREMENTS SPECIFIED IN THIS SOLICITATION CONSTITUTE

ESTIMATES ONLY, AND ACCORDINGLY, NO COMMITMENT OR GUARANTEE TO REACH ANY SPECIFIED VOLUME OF BUSINESS IS MADE OR IMPLIED.

TERM OF CONTRACT:

THE TERM OF THE CONTRACT SHALL BE FOR A PERIOD OF **ONE (1) YEAR** COMMENCING ON/ABOUT **APRIL 01, 2004**. OCA/CPA RESERVES THE RIGHT TO **RENEW** THE CONTRACT AWARD UPON WRITTEN NOTIFICATION TO CONTRACTOR FOR AN ADDITIONAL ONE (1) YEAR PERIOD UPON THE SAME TERMS, CONDITIONS AND PRICING.

EXTENSION:

THE OCA/CPA RESERVES THE OPTION TO ONCE **EXTEND** THE CONTRACT FOR A PERIOD **NOT TO EXCEED NINETY (90) DAYS** UPON THE SAME TERMS, CONDITIONS AND PRICING UPON CONTRACT EXPIRATION. NOTIFICATION TO CONTRACTOR OF OCA'S INTENT TO EXERCISE SUCH OPTION SHALL BE IN WRITING.

AWARD CRITERIA:

AWARD WILL BE MADE TO THE LOWEST COST, RESPONSIBLE BIDDER MEETING THE REQUIREMENTS SET FORTH HEREIN.

"LOWEST COST" WILL BE DETERMINED BY THE GRAND TOTAL PRESENTED IN BIDDER'S PROPOSAL WHICH SHALL INCLUDE ALL MATERIALS, SUPPLIES, LABOR, PRODUCTION AND DUPLICATION COSTS.

"RESPONSIBLE BIDDER" SHALL BE DEFINED AS INCLUDING COMPLIANCE WITH THESE SPECIFICATIONS, REFERENCES, EXPERIENCE/QUALIFICATIONS PERFORMANCE HISTORY AND FINANCIAL STABILITY.

PRICES & DELIVERY:

ALL PRICES ARE TO BE INCLUSIVE OF ALL CRITERIA AND SERVICES SPECIFIED HEREIN, SHALL REMAIN FIRM FOR THE CONTRACT PERIOD (OR RENEWAL OR EXTENSION THEREOF) AND MUST BE **NET F.O.B. DESTINATION INCLUDING COMPLETE INSIDE DELIVERY** TO THE LOCATION SPECIFIED HEREIN. NO ADDITIONAL CHARGES WILL BE ALLOWED.

RESPONSE FORMAT:

ALL PRICES ARE TO BE ENTERED ON THE ENCLOSED BID RESPONSE FORM AND

IN THE MANNER NOTED THEREON. ANY ITEM OR SERVICE FOR WHICH THE BIDDER **DOES NOT** INTEND TO CHARGE MUST BE CLEARLY MARKED ONLY AS, “**NO CHARGE**” OR, “**N/C**”.

DELIVERY/DISTRIBUTION:

DELIVERY OF THE “ROUGH CUTS”, MASTERS AND ALL COPIES OF THE TAPES & DVD’S SHALL BE DELIVERED TO THE OFFICES OF THE **NEW YORK STATE LAWYER ASSISTANCE TRUST, 54 STATE STREET - SUITE 802, ALBANY, NY 12207, ATT: BARBARA F. SMITH, ESQ.**

ORIGINAL & COPIES:

BIDDERS **MUST** INCLUDE THE ORIGINALS WITH BLUE INK SIGNATURES AND FOUR (4) COMPLETE COPIES OF:

REQUEST FOR BID (RFB) FORM

PRODUCTION OUTLINE

QUALIFICATIONS, EXPERIENCE, PRODUCTION CREDITS
(SEE “DETAILED & TECHNICAL SPECIFICATIONS”)

BID RESPONSE FORM

THREE (3) REFERENCES

ACKNOWLEDGMENT FORM (NOTARY)

NON-COLLUSIVE BIDDING CERTIFICATE

ANY OTHER DESCRIPTIVE & SUPPORTING DOCUMENTATION

OWNERSHIP OF SCRIPT & VIDEOS:

THE SCRIPTS PROVIDED BY OCA/CPA AND LAT AND RESULTING VIDEOS (TAPE AND DVD FORMAT) PRODUCED BY THE AWARDED CONTRACTOR SHALL REMAIN THE SOLE PROPERTY OF THE NYS UNIFIED COURT SYSTEM (HEREAFTER, UCS) AND NO OTHER USE MAY BE MADE THEREOF WITHOUT THE EXPRESS WRITTEN CONSENT OF OCA/CPA OR LAT. CONTRACTOR SHALL RETURN THE SCRIPTS, MASTER VIDEOS, “ROUGH CUTS” AND ANY REMAINING COPIES TO LAT UPON COMPLETION OF ALL SERVICES.

ANY VIOLATION OF THIS PROVISION MAY SUBJECT CONTRACTOR TO SUCH REMEDIES AND PENALTIES AS MAY BE AVAILABLE TO THE OFFICE OF COURT ADMINISTRATION AND LAT.

REFERENCES:

BIDDER MUST INCLUDE WITH THEIR RESPONSE THE NAME, ADDRESS, CONTACT PERSON AND PHONE NUMBER OF THREE (3) REFERENCES FOR WHICH THE BIDDER HAS DONE COMPARABLE WORK WITHIN THE PAST TWELVE (12) MONTHS.

*** * * DETAILED & TECHNICAL SPECIFICATIONS * * ***

OBJECTIVE:

THE NYS OCA/CPA AND LAT INTEND TO CONTRACT FOR THE STAGING, PRODUCTION, DUPLICATION, PACKAGING AND LABELING OF TWO (2) VIDEOS, EACH IN TAPE (VHS) AND DVD IN BROADCAST FORMAT.

BACKGROUND:

THE LAT HAS RECENTLY SECURED TWO PROFESSIONALLY WRITTEN SCRIPTS DEALING WITH ALCOHOL AND SUBSTANCE ADDICTION IN THE LEGAL PROFESSION IN NEW YORK STATE. THE SCRIPTS ARE SUITABLE FOR USE BY A QUALIFIED, EXPERIENCED AND PROFESSIONAL FIRM TO PRODUCE TWO "ROUGH CUTS" AND MASTER VIDEOS. COPIES OF THE SCRIPTS ARE ATTACHED HERETO AS **APPENDICES B & C** AND MUST BE ADHERED TO AND PRODUCED AS SCRIPTED.

OCA/LAT PREVIEW:

AWARDED CONTRACTOR WILL PROVIDE AN OPPORTUNITY FOR LAT TO REVIEW THE PRODUCTION PROCESS AND VIEW A "ROUGH CUT" VIDEO PRIOR TO COMPLETION OF THE "MASTER VIDEOS" FOR DVD VERSIONS AND DUPLICATION. LIMITED AND REASONABLE SUGGESTIONS BY LAT MAY BE INCORPORATED INTO FINAL PRODUCT AFTER VIEWING "ROUGH CUTS".

ESTIMATED QUANTITIES:

AWARDED CONTRACTOR WILL BE REQUIRED TO PRODUCE **ONE (1) "ROUGH CUT" AND ONE (1) MASTER BROADCAST FORMAT VIDEO OF EACH SCRIPT** WHICH SHALL BE DELIVERED TO THE LAT UPON COMPLETION OF ALL SERVICES.

AN ESTIMATED QUANTITY OF TWO HUNDRED (200) COPIES OF EACH MASTER IN TAPE (VHS) FORMAT AND FIFTY (50), OR 100 IF SINGLE DVD IS USED, COPIES OF EACH MASTER IN DVD FORMAT SHALL BE DUPLICATED FOR A TOTAL OF FIVE HUNDRED (500) COPIES.

INITIAL ORDER:

SUBSEQUENT TO AWARD OF CONTRACT, A PURCHASE ORDER WILL BE ISSUED TO INITIATE PRODUCTION AND "ROUGH CUT" VIDEOS FOR LAT REVIEW. THE TWO (2) MASTER VIDEOS, DUPLICATION AND DELIVERY OF THE ESTIMATED INITIAL 500 COPIES WILL BE EXPECTED TO BE COMPLETED WITHIN NINETY (90) DAYS OF CONTRACTOR'S RECEIPT OF LAT WRITTEN "SIGN-OFF" OF THE "ROUGH CUT" VIDEOS.

REORDERS:

THE LAT SHALL HAVE THE RIGHT TO ORDER ADDITIONAL COPIES OF THE TAPES (VHS), OR DVDS, THROUGHOUT THE TERM OF THE CONTRACT AWARD, OR ANY RENEWAL OR EXTENSION THEREOF, UPON ISSUANCE OF A PURCHASE ORDER TO CONTRACTOR.

SCOPE OF SERVICES:

THE CONTRACTOR WILL BE EXPECTED TO PERFORM ALL OF THE FOLLOWING SERVICES AND BIDDER'S PRICING MUST INCLUDE SAME. NO OTHER CHARGES WILL BE ALLOWED:

1. SECURE ALL NECESSARY AND APPROPRIATE ACTORS/ PRESENTERS AND STAFF TO PORTRAY THE ROLE CHARACTERS CONTAINED IN THE SCRIPTS (I.E. "CASTING"),
2. ALL SITE, PRODUCTION, STAGING, SHOOTING AND DIRECTING ARRANGEMENTS, MATERIALS, SUPPLIES AND LABOR NECESSARY TO PRODUCE THE TWO (2) "ROUGH CUT" AND TWO (2) MASTER VIDEOS IN BROADCAST FORMAT. BIDDER MUST INDICATE WHAT BROADCAST FORMAT TECHNIQUE WILL BE USED. A SINGLE "MASTER" DVD CONTAINING BOTH SCRIPTS IS PERMISSIBLE.
3. STAGE AND PRODUCE A 30 - 45 SECOND INTRODUCTION PIECE BY THE CHIEF JUDGE OF THE NYS JUDICIARY (UCS) WHICH SHALL BE ARRANGED COMMENSURATE WITH THE CHIEF JUDGE'S SCHEDULE ON-SITE AT THE COURT OF APPEALS BUILDING, ALBANY, NY.

4. ALL MATERIALS, SUPPLIES AND LABOR NECESSARY TO DUPLICATE THE REQUIRED NUMBER OF COPIES (BROADCAST FORMAT) ESTIMATED AT 400 TAPES (VHS) AND 100 DVDS.
5. ALL MATERIALS, SUPPLIES AND LABOR NECESSARY TO PACKAGE AND LABEL THE ESTIMATED FIVE HUNDRED (500) COPIES.

QUALIFICATIONS, EXPERIENCE, PRODUCTION CREDITS:

BIDDERS MUST HAVE A MINIMUM EXPERIENCE OF THREE (3) YEARS AND BE KNOWLEDGEABLE AND QUALIFIED IN THE CASTING, STAGING AND PRODUCTION OF COMMERCIAL VIDEOS. ACCORDINGLY, BIDDER MUST SUBMIT WITH THEIR RESPONSE:

- A. A STATEMENT AS TO MINIMUM NUMBER OF YEARS IN THE PRODUCTION BUSINESS,
- B. BRIEF STATEMENT OF KNOWLEDGE OF INDUSTRY,
- C. LISTING OF QUALIFICATIONS AND PAST PRODUCTIONS (CREDITS) AND ANY AWARDS OR SPECIAL ACHIEVEMENTS,
- D. SHORT "BIO" OF KEY STAFF TO BE ASSIGNED LAT PROJECT AND,
- E. A MINIMUM OF TWO (2) RECENTLY PRODUCED VIDEOS COMPARABLE IN LENGTH AND SEQUENCING AS REQUIRED BY LAT SCRIPTS.

TAPE & DVD FORMAT & QUALITY:

BROADCAST FORMAT OF THE HIGHEST QUALITY AVAILABLE FOR BOTH THE MASTERS AND DUPLICATES IS REQUIRED. BIDDER MUST CLEARLY SPECIFY THE MAKE AND GRADE OF VIDEO & DVD STOCK TO BE USED ON THE BID RESPONSE FORM.

ALTHOUGH **NO** MINIMUM QUALITY OF TAPE AND DVD IS SPECIFIED HEREIN, THE MAKE AND GRADE OF ANY TAPE AWARDED SHALL BE CONSISTENT WITH THAT WHICH IS DELIVERED AND SHALL PERFORM TO THE SATISFACTION OF OCA - LAT. ANY QUALITY OF TAPE OR DVD SPECIFIED BY BIDDER DEEMED UNACCEPTABLE SHALL BE SUBSTITUTED WITH AN ACCEPTABLE QUALITY BY BIDDER AT NO INCREASE IN RESPECTIVE BID PRICING OR BIDDER MAY BE REJECTED.

ANY DEFECTIVE TAPE(S) & DVD COPIES SHALL BE PROMPTLY REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OFFICE OF COURT ADMINISTRATION OR THE LAT.

IF IN THE OPINION OF THE OCA - LAT, A PATTERN OR NUMBER OF POOR QUALITY, UNUSABLE TAPES OR DVDS ARE EXPERIENCED, CONTRACTOR WILL BE REQUIRED TO CORRECT OR REPLACE SAME, INCLUDING THE USE OF A HIGHER QUALITY TAPE OR DVD, IF NECESSARY, AT NO COSTS TO THE OFFICE OF COURT ADMINISTRATION OR LAT.

PACKAGING & LABELING:

1. EACH TAPE OR DVD (MASTER AND COPIES) SHALL BE CONTAINED IN A SLEEVE HOLDER SUFFICIENTLY DURABLE TO WITHSTAND NORMAL WEAR AND TEAR. THE PACKAGE SHALL BE OF PLAIN DESIGN AND OF NEUTRAL COLOR.
2. THE LABEL TO BE PROVIDED BY CONTRACTOR MUST CLEARLY IDENTIFY THE TITLE OF THE PRODUCTION, DATE OF SAME, AND THE STATEMENT, " PROVIDED BY THE NYS OFFICE OF COURT ADMINISTRATION - LAWYER ASSISTANCE TRUST" AND INDUSTRY STANDARD, APPROPRIATE WARNING AGAINST COPYRIGHT VIOLATION, UNAUTHORIZED USE, DUPLICATION OR DISTRIBUTION.

PRODUCTION FORMAT:

BIDDER MUST INCLUDE WITH THEIR RESPONSE:

- A. AN OUTLINE DESCRIBING THE CASTING, STAGING AND PRODUCTION METHODS AND RESOURCES WHICH WILL BE EMPLOYED AND,
- B. A COMPLETE DESCRIPTION OF THE BROADCAST VIDEO FORMAT THEY WILL USE TO "SHOOT" THE PRODUCTION, WHAT EDITING SYSTEM OR METHOD WILL BE USED TO POST PRODUCE THE MASTER TAPE (VHS) AND DVD.

PRODUCTION TIME:

BIDDER MUST NOTE GUARANTEED PRODUCTION TIME FROM RECEIPT OF INITIAL PURCHASE ORDER TO THE AVAILABILITY OF THE TWO (2) "ROUGH CUT" VIDEOS FOR LAT REVIEW. FOLLOWING LAT "APPROVAL" OF THE "ROUGH CUT" VIDEOS, THE FINAL "MASTER" TAPES & DVDS AND DUPLICATION SHALL BE AS PRESCRIBED IN THE "INITIAL ORDER" CLAUSE OF THIS SPECIFICATION.

PRICING FORMAT:

BIDDER MUST PRESENT ALL PRICING ON THE ATTACHED BID RESPONSE FORM AND IN THE FOLLOWING FORMAT:

I. PRODUCTION COSTS:

SHALL INCLUDE ALL MATERIALS, SUPPLIES, LABOR, "CASTING", PERFORMANCE, STAGING, SHOOTING AND ALL OTHER NON-SPECIFIED FACTORS ASSOCIATED WITH PRODUCING BOTH SCRIPTED SCENARIOS TO A "ROUGH CUT" VHS TAPE FOR LAT REVIEW. AMOUNT SHALL BE SHOWN AS A SINGLE, NET DOLLAR FIGURE.

II. 30 - 45 SECOND INTRODUCTION SPOT BY CHIEF JUDGE TO BE DONE ON SITE AT THE COURT OF APPEALS, ALBANY, NY. AMOUNT SHALL BE SHOWN AS TOTAL NET AND REFLECTIVE OF ALL FACTORS.

III. MASTER VIDEOS - TAPES (VHS) & DVDS:

SHALL INCLUDE ALL MATERIALS, SUPPLIES, LABOR AND ANY OTHER COSTS ASSOCIATED WITH PRODUCING THE TWO (2) MASTER VIDEO TAPES AND DVDS (MAY BE SINGLE DVD CONTAINING BOTH SCRIPTS) AS SCRIPTED.

AMOUNT SHALL BE SHOWN AS PRICE EACH.

NOTE: IF THIS ASPECT OF PRICING IS INCLUDED IN "PRODUCTION COSTS" OR WILL BE PROVIDED AT "NO CHARGE" IT MUST BE CLEARLY STATED ON THE BID RESPONSE FORM.

IV. DUPLICATION OF MASTER TAPES & DVDS.

SHALL INCLUDE ALL MATERIALS, SUPPLIES, LABOR, PACKAGING, LABELING, DELIVERY TO LAT OFFICES AS NOTED EARLIER AND ANY OTHER NON-SPECIFIED FACTORS ASSOCIATED WITH REPRODUCTION OF THE TWO (2) MASTER VIDEO TAPES & DVDS (ONE OR TWO). AMOUNT SHALL BE SHOWN AS PRICE PER TAPE AND PRICE PER DVD X ESTIMATED QUANTITIES OF (400/100) COPIES AND PROJECTED TOTAL DOLLAR AMOUNT

EX. \$0.00/DUPLICATE TAPE X (400) = \$000.00.
\$0.00/DUPLICATE DVD X (100) = \$000.00

TOTAL: \$000.00

“LOWEST COSTS” SHALL BE DETERMINED BY THE GRAND TOTAL OF CATEGORIES I, II III AND IV ABOVE.

CONTRACTOR PRODUCTION CREDITS:

AWARDED CONTRACTOR MAY PROVIDE A “TRAILER” TO EACH VIDEO LISTING NAME OF FIRM AND/OR OTHER LIMITED AND CUSTOMARY PRODUCTION CREDITS WHICH SHALL BE CONTAINED ON THE “ROUGH CUT”. THE LAT RESERVES THE RIGHT TO REJECT OR MODIFY SUCH CREDITS IF DEEMED EXCESSIVE OR IN POOR TASTE.

SUBCONTRACTING:

SUBCONTRACTING WILL BE ALLOWED UNDER THE FOLLOWING TERMS:

1. THE MAJORITY OF WORK IS TO BE PERFORMED BY THE AWARDED CONTRACTOR WHO SHALL REMAIN WHOLLY LIABLE AND RESPONSIBLE FOR ANY WORK OR DELAYS CAUSED BY ANY SUBCONTRACTOR,
2. BIDDER MUST NOTE IN THEIR RESPONSE WHAT ASPECT(S) OF THIS PROJECT WILL BE SUBCONTRACTED, IDENTITY OF PROPOSED SUBCONTRACTOR, WHETHER THE PROPOSED SUBCONTRACTOR HAS BEEN USED PREVIOUSLY AND LENGTH OF BUSINESS RELATIONSHIP,
3. ANY ASPECT(S) OF THE WORK TO BE SUBCONTRACTED, OR THE PROPOSED SUBCONTRACTOR, SHALL BE SUBJECT TO OCA/C&PA - LAT APPROVALS.

SUBMISSION OF BIDS & PROPOSALS:

BE SURE TO FOLLOW THE PACKAGE SUBMISSION PROCEDURES SET FORTH ON OUR WEBSITE UNDER “BID INSTRUCTIONS - GENERAL REQUIREMENTS”. ALL SUBMISSIONS MUST BE SEALED AND IDENTIFIED AS INSTRUCTED. FAILURE TO DO SO MAY RESULT IN NON-RECEIPT OF YOUR RESPONSE OR REJECTION.

OCA/CPA-277
VIDEO PRODUCTION AND DUPLICATION

BID OPENING: 02/24/04
11:00 AM

SCRIPT #1

APPENDIX B

VIDEO

AUDIO

BACK SCREEN.

Low ominous score drifts in:

FADE IN to CLOSE UP of wringing hands. (“John”)

MEDIUM SHOT: John (late 50’s) has his head bowed. He sits on a stool before a dark gray backdrop. LOWER THIRD TITLE: “John, Corporate Lawyer”

FADE TO BLACK

FADE IN to CU woman’s hand (“Mary”) brushing hair from her eye.

MEDIUM SHOT: Through her hand, Mary (40’s) glances at camera. Her backdrop has a dark red-brown tint. LOWER THIRD TITLE: “Mary, Judge”

FADE TO BLACK

FADE IN to CU silhouette of man (“Steve”).

MEDIUM SHOT Steve (30’s) in shadow. His backdrop has a dark blue tint. LOWER THIRD TITLE: “Steve, Private Practice”

FADE TO BLACK

DARK SCREEN music builds. TITLE COMES IN: “DESCENT”

FADE IN. Stylized, iconic image of a law school columns.

Students sitting on steps outside the law school. Some students study, others converse

JOHN: After law school I started a firm with 2 other lawyers. In 3 years, we had 17 lawyers working for us. Our careers seemed to be on the rise.

MARY: I have a wonderful life now, but back then... I was just terrified, absolutely terrified.

STEVE: I didn’t think there was a way out.

JOHN: I did quite well in law school.

STEVE: I had a couple years of screwing around after college but after I got into law school I decided that things were going to be different.

Students in halls going to class

MARY: We drank excessively in college. I thought everybody did it. I started moving my class schedule around to be able to enjoy it.

Dolly through stacks of books in law library

JOHN: In law school, I would wait until I finished studying and then I would get stoned so I could go to sleep. I'd get drunk on weekends.

A blur of case books on a shelf

MARY: Sometimes I went to class drunk. Sometimes I didn't get to class at all - I just stayed in the bar and drank.

Court case book. Pages flip past

STEVE: I told myself I can't get high while I'm studying, I've really got to work on this, save that stuff for recreation or relaxation. I broke that promise to myself very soon; I was getting high in the first weeks of law school.

CU: Steve's eyes looks into camera

Night. A dark apartment building, One window is lit.

MARY: When I got home after classes, 9:30-10 o'clock at night, I would sometimes drink until I passed out and then I'd have to get up at 6-6:30 in the morning and the merry go round would start all over again.

CU: Mary frowns

CU: John's eyes shift to one side,

JOHN: You know, looking back on it, I don't know how I got through law school.

Then FADE OUT

FADE IN. The Court buildings around City Hall area of NYC

MARY: After passing the bar I began working for the government, I worked in the Mayor's office, and then in a State agency. I knew powerful people in New York.

Modern high rise office. Men and women in suits file in.

JOHN: Our offices were on the 49th floor of the Empire State Building. We had great ideas and they were working. But my partners didn't know they had a ticking time bomb for a partner and he was ready to explode. It was a long

way down, and fast. My partners, our employees, my family and my friends all suffered because of what I did. For years I thought they caused the problems.

A lawyer walks briskly from the courthouse, talking on his cell.

STEVE: As a solo practitioner, I have to do a lot of things by myself. I'm an independent guy; self-sufficient and I don't need help. I thought, if I'm a lawyer, then I'm too smart to have this problem.

Men in suits enjoy after work drink in a bar.

MARY: It was a predominantly male field, so whatever fear or discomfort or insecurity I might have had, I just drank it all away. The alcohol sort of helped me get through nights in law school and through my days at work.

Silhouette of John

JOHN: We looked like we had all the signs of a law firm that was going to be successful, and in fact, it would have been. The biggest problem was that I was the head of that law firm.

Silhouette of Steve

STEVE: I'm wearing the suit and tie and carrying a bag of dope in my brief case and rolling a joint in the parking lot before I drive home. Some image for a lawyer.

Silhouette of Mary

MARY: I had every excuse you could think of: why I was late, why I wasn't coming in to work. I was scared all the time that someone would find out the truth about me.

FADE OUT

FADE IN. Steve's hands frantically moving, gesturing

STEVE: I was missing obligations, missing deadlines and was kind of volatile. Some days I was very pleasant and some days I would fly off the handle at people for no reason.

John shifts uneasily on the stool

JOHN: Despite heavy drinking and drugging, I was managing to keep things together. Then a family member

died and I drowned myself in alcohol and drugs. In the next nine months, our business was destroyed. It culminated in the breakup of the firm. All our employees – 37 people with kids and families, they all lost their jobs.

Mary nervously taps, swings leg

MARY: I had a huge ego, thinking that I was always right, and I would yell and swear at anyone I wanted to if they crossed my path in a way that I didn't like.

Steve gestures

STEVE: I was always making excuses; I would call other lawyers at home at night, asking them if they could please talk to their clients about giving us a little more time.

Fingers mis-dial phone. Dial again

John with head down

JOHN: I believe it was at the family member's wake that I pulled the plug; I disconnected my soul from the rest of humanity.

Papers slip off a desk in slow motion

Mary crosses her arms, as if hugging herself

MARY: When I looked in the mirror, I saw someone who was terrified and really was losing it, I couldn't do it. I couldn't get to work on time. I couldn't do my job when I got there.

Camera moves slowly down an endless hall of offices – it's like a long dark tunnel.

Steve lights a cigarette

STEVE: Drug use went from a once in a while thing, a special occasion thing, to once a month - then it was every weekend - then I started using every day and selling it.

John looks directly at camera. Light comes up slightly on his face

JOHN: In a nine-month span, we lost everything. I had to declare personal bankruptcy and left the City in shame and disgrace. Years later I learned that these losses are part of the price I paid for untreated alcoholism.

Mary looks at camera

MARY: I was just crazy, just very crazy, I just didn't have any real handle on reality. The drinking clouded it all.

Steve looks directly at us

STEVE: I would look at myself and I was disgusted.

Tight on John

JOHN: I didn't lose my license, and the only reason I didn't was because I lost the mental ability to practice law first.

FADE OUT

LINGER ON BLACK SCREEN. Music shifts to lighter tone.

FADE IN:
Mary's backdrop now glows slightly brighter red

MARY: 'You're a drunk', 'You're an alcoholic just like your father.' Those statements came to me in a really clear way. That was the truth, someone said the truth to me.

John's backdrop, too glows brighter, we can see the texture of fabric

JOHN: After the firm dissolved, it would take me 10 more years to get into recovery. In the early days of recovery, in spite of my resistance, I found that I was able to stop drinking and drugging on "one day at a time" basis.

Steve's backdrop is now pale blue

STEVE: I said to my wife, "You don't know what my life is like." And she said, "Why don't you tell me what your life is like," and somehow it came out. I said, "I think I'm an alcoholic and a drug addict." I never really said those words before about myself.

Mary's features can almost be seen

MARY: I never thought I would live a day without drinking and I don't ever want to forget the feeling of being so trapped with that idea.

Steve's features more visible

STEVE: I didn't have much experience with those words, didn't know people in recovery, didn't know anybody who called themselves those labels. My wife said, "Are you asking for help?" and I said, "Yeah, I think I am, I think I am."

John's face is more visible

JOHN: I wanted only two things, I wanted to be happily married and I

Mary almost smiles

wanted to be able to enjoy my work.

MARY: Once I got into recovery, my life began to change. Today, it's not so bad knowing that I have a disease, because there are simple things I can do about it. I have a solution.

Light fades up slowly on his face, revealing him in this "new light"

STEVE: I found out, I'm not the lone ranger, there are other people who feel like me, who have been through what I have been through, and are also practicing law.

Light comes up on his face. He's open, honest.

JOHN: Alcoholics Anonymous and the lawyers from our local Lawyers Helping Lawyers Committee taught me what I needed to know to live responsibly and usefully. The recovery program turned my focus from me to others. Today I am happily married, love going to work and have many opportunities to work with other alcoholics. It is a life that exceeds all of my expectations.

Light comes up on her. She's not hiding behind her hair or hands anymore.

MARY : I started going to Alcoholics Anonymous meetings to stop the pain and try to reduce the terror a little bit. What I have gotten out of it is a wonderful life, with beautiful loving friends and a sense of freedom and purpose that I had never before experienced or thought I would ever get.

John can be clearly seen. He's comfortable with himself

JOHN: I've learned how to listen. I am a much better listener. I have a much better understanding and awareness of the pain that clients are going through when the need comes in their lives to talk to a lawyer.

Steve is clearly seen. Confident

STEVE: Alcoholics Anonymous and Narcotics Anonymous have allowed me to go a long way down the road to healing my soul. That part of me that was filled with self-loathing and not being comfortable in my own skin is

much smaller now. I think I am a better lawyer. I really didn't think that substance abuse and the inability to practice law effectively had anything to do with each other, but it turns out they go hand in hand. I don't think I would have made it without the help of the recovering lawyers who are actively involved in the Lawyer's Assistance Program.

Mary clearly seen. She has compassion, but serious. She looks right at us.

FADE OUT

MARY: The ones who died aren't here to tell their story. It is important for me to remember that alcoholism and drug addiction kills. Referring a friend or a colleague who has the symptoms of alcoholism or substance abuse to a Lawyer Assistance Program in their area is the most loving thing that concerned friends, family members, associates or partners can do for that friend or colleague in trouble.

FADE IN END CARD: "To get help or to help someone get help contact..."

Notes: All the above statements are from actual interviews. The three lawyers could either be actual attorneys willing to be on camera, or actors. We could include on screen text explaining this at the end or the beginning of the piece.

OCA/CPA-277
VIDEO PRODUCTION AND DUPLICATION

BID OPENING: 02/24/04
11:00 AM

SCRIPT #2

APPENDIX C

VIDEO

BLACK SCREEN.

FADE IN to MEDIUM SHOT of man (30's), Robert. LOWER THIRD TITLE: “Robert, Associate Attorney”

FADE TO BLACK

FADE IN to MEDIUM SHOT of man (50's), Howard LOWER THIRD TITLE: “Howard, Partner”

FADE TO BLACK

FADE IN to MEDIUM SHOT of woman (30's). LOWER THIRD TITLE: “Sarah, Associate Attorney”

FADE TO BLACK

FADE IN to MEDIUM SHOT of woman (40's) LOWER THIRD TITLE: “Jennifer, Spouse”

FADE TO BLACK

FADE IN to MEDIUM SHOT of man (40's). LOWER THIRD TITLE: “Bill”.

FADE TO BLACK

HOLD ON BLACK SCREEN

FADE IN:

MEDIUM SHOT, Ray Lopez.
LOWER THIRD: “Ray Lopez, Lawyer Assistance Program Counselor”

(NOTE: Don't know if Mr. Lopez would agree to be on camera, but it may have more impact to use a real

AUDIO

OPENING THEME MUSIC. Tension. Heavy chords punctuate each statement.

ROBERT: We'd go out for drinks after work to discuss a case. Couple of drinks and I would want to go home -- he just didn't.

HOWARD: Disagreements among legal colleagues is normal, its part of the business. But with him, he was fighting like his life depended on it.

SARAH: He'd come back from lunch later and later. He asked me to cover for him a couple of times. Then, It became a regular thing.

JENNIFER: The littlest thing could set him off into a rage. One time it was over wallpaper. It was like living with Jekyll and Hyde.

BILL: I scared the hell out of people. I was kind of unpredictable. (pause) I started to think there was something fundamentally wrong with me.

OPENING MUSIC FADES.

COUNSELOR: I think that when you look at the legal profession, there should be a big 'S' in front of all of it and that is for “stress.” It's a profession that is constantly dealing with stress.

LAP counselor rather than an actor.;
perhaps Eileen Travis, NYC LAP
Director can also appear)

Robert

ROBERT: It's a very competitive field;
you have to be very aggressive. The
pressure can be intense. I can
understand the urge to escape

CUT TO Courthouse steps, people
stream up and down steps

Sarah:

SARAH: Many times you have to deal
with arrogant people. Members of our
profession are generally not
accustomed to failure or admitting
defeat.

CUT TO a man on a cell phone
having a heated discussion

Bill:

BILL: I was taught to do things on my
own. If you want to do something right,
do it yourself. Anything that wasn't
hardcore self reliance, was fluff.

Counselor:

COUNSELOR: Some attorneys have
an attitude, which in some respects is to
say, "I am perfect, I will stand out in a
crowd." Those individuals that get
caught up in that kind of ego trip, don't
ask for help.

CUT TO well-dressed men and
women at an exclusive club, talking
laughing

CUT TO a expensive neighborhood.,
we pass by impressive mansions.
(Bill continued) CUT TO Bill

BILL: How I can I have a problem?
Look at my life, look at my car, my
house. I walk into a courtroom and
people recognize me -- they say hello.

Jennifer

JENNIFER: Life was great. But, I knew.
A wife knows. But you avoid thinking
about it. It'll pass.

Sarah

SARAH: I thought about saying
something. But what are you going to
say? He's one of the important partners
at the firm.

Howard

HOWARD: This is the best attorney I've
ever worked with. I couldn't believe
there was a problem. Everyone was in
denial, not just me. We were making
money so why rock the boat?

CUT TO busy law firm. A conference
room table with attorneys.

Counselor

COUNSELOR: Denial is a very strong
factor for lawyers in particular. They
raise every defense in the book: denial,

rationalization, projection, intellectualization. I'm too strong and successful to be an alcoholic or an addict, I can't have all these problems.

Bill

BILL: I thought, "Hey I work really hard, I'm entitled to spend it on drugs and alcohol." Any criticism from other people and I would just point out their flaws to them.

Counselor

COUNSELOR: Are you confused? You may know that you drink a lot or take drugs but you're not sure you have a problem. The mere fact that you are asking the questions is a sign.

Counselor continued

Bill

BILL: Even though I felt like I wasn't on top of my game all the time, I didn't want to think about it because then I might have to do something.

Counselor

COUNSELOR: Ask yourself: do I ever feel that I need a drink or drug to face certain situations? To go to interviews, to meet with clients, maybe a meeting with the judge?

Robert

ROBERT: Many cases are not dealt with in the courtroom, they are dealt with over drinks and dinner and at social occasions.

CUT TO Restaurant window. The name is painted on the glass. Inside We can see out of focus diners.

Sarah

SARAH: Certainly, alcohol is a social lubricant. I even read an article once that if a lawyer wanted to be successful, they should wine and dine their clients, and to be seen. It's expected, really.

CUT TO CLOSE UP of Martini glasses. A hand picks one up.

Counselor

COUNSELOR: Are my associates, clients or others alleging that my drinking or drug use is interfering with work?

A pile of papers slide off a desk

SARAH: Things really began to unravel.

Late night office. Seen through textured glass door, a man works.

ROBERT: At a certain point in time, I noticed he started to slip. Lose his cool.

Papers, files in disarray surround him.

I had to get on his case.

Howard

HOWARD: There could be legal problems, disciplinary problems, Commission on Judicial Conduct problems. Lots of difficult issues could develop.

CUT TO Court house. People stream through halls

Counselor

CONSELOR: Is drinking or drugging making me careless of my family's welfare or other responsibilities?

A child slowly walks home from school, his head down.

JENNIFER: It started to affect our children. Behavior problems. They started having trouble in school.

Seen through window blinds, a family at quiet dinner table.

BILL: I was so concerned with my professional life, I didn't want to look at that. Who has time?

Counselor

COUNSELOR: Have I ever had the shakes, sweats or hallucinations as a result of my drinking or drugging?

CLOSE UP Bill wrings his hands

BILL: Eventually, It got to the point where, the whole day you're doing the job, but the only thing your thinking about is that drink and when are you going to get that drink. And you visualize how that's going to be and how it's going to taste.

CLOSE UP, ice dropped in a glass. Whiskey pours.

Jennifer looking off. Wipes a tear.

JENNIFER: I was angry, I never realized how angry I really was. I felt so out of control. I really didn't know what to do.

She drops her head.

FADE OUT

TITLE CARD: The Lawyer Assistance Program

FADE IN. MEDIUM SHOT: Counselor

COUNSELOR: Substance addiction is a serious problem in the legal profession. The organized bar has developed Lawyer Assistance Programs to help. It's all about lawyers helping lawyers. It is strictly confidential and completely

voluntary. There are hundreds of fellow lawyers who volunteer across New York State and when we're called, we can get somebody to assist within an hour.

CLOSE UP: Counselor

COUNSELOR: Most who call the Lawyer Assistance Program are not sure whether in fact they are doing the right thing. We get calls from colleagues, partners, judges, family members. Our job is to listen, and to try to understand. To ask questions about their relationship with the individual who needs help. To talk about what their concerns are in terms of particular issues on the job or at home or wherever.

Jennifer

JENNIFER: Once things got brought out in the open, it felt like I'd lost a hundred pounds of anger and awful, heavy, secrets. It wasn't as scary anymore.

Counselor

CUT TO: An intervention meeting, faces are obscured or out of focus

COUNSELOR: Initially, the interventions are done mostly with the significant others, sometimes with the employers or families or a combination. As a team, we meet with the individual to discuss the problem and the options.

Bill

(Bill continued)

BILL: I was pretty angry with everyone at first. Detox, rehab, 12 steps, I didn't want any part of it. I thought I could do it on my own.

Counselor

CUT TO: A group meeting. Angle is high, we see a circle of people.

COUNSELOR: We keep trying; we don't give up on people, if the first intervention doesn't work, we try a second and if we can, a third. We try to motivate this individual to get help.

CLOSE UP Bill

BILL: The turning point was in detox. I didn't know how much I had been physically addicted. That really woke me up to the fact that this was a disease. I felt really humble after that, like maybe I didn't know everything. Maybe I could learn something.

Counselor

CUT TO two men talking over a cup of coffee.

In a park, two women sit at a bench.

Bill

Sarah, Howard, Robert

PAN to each.

Counselor

BILL and JENNIFER sit together

FADE OUT on her hand on his.

FADE IN END CARD: To get help or to help someone get help contact...

COUNSELOR: We try to match men to men, women to women, age to age, so you don't have some young 24 year old lawyer going out to try to talk to a 65 year old who has been in the profession for 35 years. We connect them up with other people who are positive role models to begin the journey.

BILL : I got a lot of understanding and support from my partners and the staff at the firm, they knew there was something personal I was dealing with. I could have lost everything, my career, my family.

SARAH: He's not this split personality scary guy anymore. It's good to work with him again.

HOWARD: We could have lost him. I've been around this business awhile, I've seen it happen.

ROBERT: I'm really glad that things turned out as they did.

COUNSELOR: The Lawyer Assistance Program has compassionate people that will not be judgmental. People that will do whatever it takes and go to any lengths to help.

BILL: I came out at the other end. The relationship with my family is better and that's true of all my dealings. People are starting to trust me again. I have genuine relationships now, both personally and professionally. (pause) Getting help for my addiction truly saved my life.