

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 UNIFIED COURT SYSTEM  
 DIVISION OF PROFESSIONAL AND COURT SERVICES  
 2500 POND VIEW, SUITE 104  
 CASTLETON-ON-HUDSON

Direct Inquiries to: JESSICA ST. HILAIRE  
 E-mail: [JSTHila@NYCOURTS.GOV](mailto:JSTHila@NYCOURTS.GOV)

All prices to be net and inclusive of all services specified herein unless otherwise specified.

<b>Bid Number:</b> RFB# OCA-DPCS-010	<b>Commodity Group:</b>
<b>Opening Date:</b> September 5, 2024	<b>Commodity Name:</b>
<b>Opening Time:</b> 3:00 PM ET	Lodging for DV/IDV Conference (2024)
<b>Issue Date:</b> August 5, 2024	

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (APRIL 2016) ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)	Bidder's Quotation and Specific Description of Item Offered
<b><u>UCS ATTACHMENT I, III, and IV ATTACHED &amp; INCORPORATED HEREIN.</u></b>	<b>ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.</b>

**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		NYS Vendor ID Number:	
City	State	Zip	
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number E-mail:	

## CONTENTS

### BIDDER'S RESPONSE DOCUMENT ENCLOSURE CHECKLIST

#### **BID CONTENTS**

<b><u>Article</u></b>	<b><u>Subject</u></b>
<b>I.</b>	<b>OVERVIEW</b>
<b>II.</b>	<b>MINIMUM QUALIFICATIONS</b>
<b>III.</b>	<b>AWARD</b>
<b>IV.</b>	<b>PRICING</b>
<b>V.</b>	<b>SCOPE OF WORK</b>
<b>VI.</b>	<b>BID RESPONSE DOCUMENTS</b>
<b>VII.</b>	<b>BID SUBMISSION PROCEDURES</b>
<b>VIII.</b>	<b>GENERAL BID REQUIREMENTS</b>
<b>IX.</b>	<b>CONTRACT TERMS AND REQUIREMENTS</b>

#### **Attachments**

Attachment I:	Standard Request for Bid Clauses & Forms
Attachment III:	Vendor Responsibility Questionnaire
Attachment IV:	Procurement Lobbying forms

#### **Exhibits**

Exhibit A:	Pricing Sheet (Excel)
------------	-----------------------

**BIDDER'S RESPONSE DOCUMENT ENCLOSURE CHECKLIST (2 pages)**

*Failure to provide all items below may disqualify bidder's response.*

The following items must be fully completed and executed and included in bidder's response. Please only include the responsive pages as directed below, not this Request for Bid document (RFB) or the Attachments in their entirety.

- Pricing Sheet: Exhibit A/Pricing Sheet
- Cover page: UCS Request for Bid/Proposal Form (rfb 1.frm)

Attachment I - Standard Request for Bid Clauses & Forms:

- p.3 - Non-Collusive Bidding Certificate
- p.4 – Acknowledgment of Individual or Corporation

Attachment II - Not Applicable

Attachment III - Vendor Responsibility Questionnaire (choose one):

- Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening due date, **or**
- Paper questionnaire (please attach to your bid response)

Attachment IV - Procurement Lobbying forms:

- Disclosure of Prior Non-Responsibility Determination (UCS 420)
- Affirmation of Understanding and Agreement (UCS 421)
- One of the following: (i) copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications; or (ii) correspondence affirming that bidder will supply such certificate(s) or proof upon notification of contract award.
- Proprietary information in separate folder from bid response, if applicable
- Signed two-page Bidder's Response Document Enclosure Checklist

The following Required Bid Documents (described in Article VI.A) must be included in bidder's response.

- Narrative Description – Organizational Experience/Capacity
- Bidder's contact information (Item 5, below)
- Bidder Verification (Item 6, below)

**IMPORTANT:**

1. All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual. Signatory notarization must be that of the person whose signature is affixed to all required documents.
2. Exhibit A/Pricing Sheet and the other forms listed above must all have the SAME COMPANY NAME AND TAX ID NUMBER in order for a purchase order or contract to be approved by the NYS Comptroller.
3. **Do not alter this solicitation in any manner. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFB or to any exhibits or appendices to this RFB, including Exhibit A/Pricing Sheet, may result in the rejection of the bid as non-responsive.**
4. Please note that the terms and conditions of this RFB will form the basis of the contract with the Awarded Contractor (defined below).

**5. Bidder Contact Information**

Bidder's Primary Contact for Bid Matters:

Name and Title:		
Street:		
City:	State:	Zip:
Telephone Number:	Email:	

**6. Bidder Verification:**

<b>The representative who is an authorized signatory for the bidder must complete and sign below to verify submission of all documents required per the Bidder's Response Document Enclosure Checklist. This authorized representative must be the person whose signature is affixed to all required bid documents, including Exhibit A Pricing Sheet.</b>	
COMPANY NAME:	
AUTHORIZED OFFICER'S NAME AND TITLE:	
SIGNATURE:	DATE:

## I. OVERVIEW

### Purpose and Scope

The New York State Unified Court System (“UCS”), Office of Court Administration (“OCA”) is soliciting sealed bids for hotel lodging for up to ninety (90) participants of a domestic violence conference to be held from November 7 – 8, 2024 in Brooklyn, New York, as described herein. The rooms are required for the nights of November 6 – 7, 2024.

**\*\* See ARTICLE V BELOW, SCOPE OF WORK for detailed specifications. \*\***

### Questions

#### A. Initial Period to Ask Questions

Any and all questions bidders may have in connection with this solicitation are to be directed by email only to:

Jessica St. Hilaire  
[JStHila@nycourts.gov](mailto:JStHila@nycourts.gov)

Please indicate in "Subject" field: “RFB# OCA-DPCS-010- Question(s).”

The deadline to submit questions for this initial period (also referred to herein as the “Initial Question Due Date”) is **Monday, August 12, 2024 at 5:00 PM ET**. A written response to all submitted questions in the form of a Questions & Answers (Initial Q&A) sheet will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under RFB# OCA-DPCS-010 shortly thereafter.

**IMPORTANT:** All questions regarding this solicitation must be in writing by email and directed solely to the attention of the above designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS in connection with this RFB may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its proposal.

#### B. Final Period to Ask Questions

Upon release of the Initial Q&A compilation, the UCS will accept follow-up questions from bidders to be submitted to the designated contact in the manner described above. The deadline to submit follow-up questions (also referred to herein as the “Follow-up Question Due Date”) is **Wednesday, August 21, 2024 at 5:00 PM ET**. A Final Q&A will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids), Current Solicitations, RFB# OCA-DPCS-001 shortly thereafter.

No further questions will be entertained after the Final Q&A is posted.

### Pre-Bid Conference

There is no pre-bid conference for this RFB.

### Key Bid Dates

EVENT	DATE	TIME
Bid Issue Date*	Monday, August 5, 2024	-
Initial Question Due Date	Monday, August 12, 2024	5:00 PM ET
Follow-up Question Due Date	Wednesday, August 21, 2024	5:00 PM ET
Bid Submission Deadline Date	Thursday, September 5, 2024	3:00 PM ET
Estimated Contract Start Date	Wednesday, November 6, 2024	-

\*OCA reserves the right to modify any Key Bid Date as it may deem appropriate.

## II. MINIMUM QUALIFICATIONS

### Location

The domestic violence conference will be held at Brooklyn Law School’s Forchelli Center, 205 State Street, Brooklyn, New York 11201. Due to the location of the conference, hotels must be located in Downtown Brooklyn or Lower Manhattan. For purposes of this RFB, OCA defines zip codes 11201 or 11217 as “Downtown Brooklyn” and the area of Manhattan south of Canal Street as “Lower Manhattan”.

### Quality of Hotel

The location, design, furnishings, features, organization of space, cleanliness and professionalism of staff of the bidder’s hotel must be of the quality appropriate for professionals at the top corporate executive level. Hotel and conference facilities shall be accessible to people with disabilities.

### Pre-Award Site Visit

The UCS/OCA reserves the right to conduct a site visit as part of its bid response evaluation to verify that bidder’s hotel meets all the requirements stated in the RFB specifications.

### Post-Award Site Visit(s)

The UCS/OCA reserves the right to conduct one or more site visits to the awarded contractor’s hotel between the award of the contract and the beginning of the stay at the hotel to ensure that the quality of services and the physical condition of the hotel/facility shall be the same or better at the time of performance as at the date of award.

### **Right of Cancellation**

The UCS/OCA reserves the right to, at any time, terminate an awarded contract and cancel the booking and use of the awarded contractor's hotel, in whole or in part, without the imposition of cancellation fees or any other liability, if the awarded contractor's hotel is not in material compliance with the requirements and specifications set forth herein, including, but not limited to, if UCS/OCA determines that the quality of the hotel has deteriorated between the award of the contract and the beginning of the stay at the hotel.

### **Right of Room Reduction**

UCS/OCA shall have the right to reduce the total number of room nights awarded to any bidder for any reasons or no reason by up to twenty percent (20%) without penalty.

## **III. AWARD**

### **Term of Award**

A single estimated quantity term contract ("Contract") will be awarded to the successful bidder ("Awarded Contractor") for the period of November 6 – 7, 2024. The Contract is subject to the approval of the NYS Attorney General and the NYS Comptroller.

### **Method of Award**

A single contract will be awarded to the lowest dollar cost, responsible bidder determined to be in compliance with this RFB and specifications. Lowest dollar cost is defined as the lowest Grand Total Amount for Both Nights, as indicated by bidders in the Exhibit A/Pricing Sheet.

### **Tie Result**

In the event that the lowest dollar cost, responsible bid is a tied result between two or more responsible bidders, UCS reserves the right to make the award based upon location, design, furnishings, features, organization of space, cleanliness and professionalism of staff.

### **Bid Protest Procedure**

The bid protest procedures for this RFB may be found in Attachment I.

## **IV. PRICING**

### **A. Bid Submission**

All pricing submitted pursuant to the solicitation shall be net f.o.b. destination unless otherwise expressly specified herein.

Other than the pricing submitted on Exhibit A/Pricing Sheet, there shall be no other charge (including service and administrative charges), cost, reimbursement or expense of any kind payable by UCS in connection with or arising from Awarded Contractor's performance of the goods and services set forth herein. Awarded Contractor shall be solely responsible for all costs and expenses incurred in connection with the performance of such services. It is understood that incidentals are to be paid by individual guests (not by UCS) and therefore do not need to be added to the Exhibit A/Pricing Sheet.

Pricing shall be submitted only on, and in the format prescribed by, Exhibit A/Pricing Sheet. Bidder must quote pricing on a cost per unit basis (ex: price per room) and compute all price extensions listed in Exhibit A/Pricing Sheet. In the event of a bidder's miscalculation, the unit price will prevail. UCS reserves the right to make mathematical corrections based on unit price(s.) Pricing in the awarded contract for amounts in increments not equal to pricing units indicated in the Pricing Sheet will be prorated accordingly.

Please note that UCS is a tax-exempt governmental entity.

### **B. Awarded Contractor's Bid Submission Pricing**

Awarded Contractor's bid submission will establish contract pricing for the awarded contract.

### **C. Awarded Contractor Payment**

The awarded contractor(s) must provide a master bill (invoice) for all charges. No payment or deposit of any kind will be made in advance of the hotel stay. UCS will not consider any bid responses that require advance payment or a deposit. In the event of late payment by UCS, contractor shall be entitled to interest as specified in Article XI-A of the State Finance Law.

Awarded Contractor shall send the master bill by email to such person or email address as UCS/OCA shall designate.

Payment shall be made within thirty (30) days of receipt and approval by UCS of the master bill satisfactory to UCS and the Office of the New York State Comptroller ("OSC").

Payment for goods delivered/services performed under the awarded contract shall be conditioned upon the acceptance and approval of such items/services, such that it is sufficiently complete in accordance with the RFB specification, so that UCS can utilize the goods/services for its intended purpose.

## **V. SCOPE OF WORK**

### **Statement of Work**

Awarded contractor shall provide lodging and related services as set forth below.

## Lodging Requirements

### A. Dates

Up to ninety (90) rooms are required for the nights of November 6 – 7, 2024.

### B. Guest Rooms

Awarded contractor shall hold the guest room block exclusively for the UCS up to any agreed-upon reservation cut-off date. Room shall be quoted as one nightly rate per room (same rate for single or double occupancy), inclusive of all charges (including any service and administrative charges). Internet access must be available in all guest rooms at no additional charge.

### C. Overflow

Bidder must indicate in their Narrative Description (see Article VI.A.1 below) their ability to accommodate additional rooms (over ninety (90)) for the nights of November 6 -7, 2024, at the same pricing as indicated in bidder's Exhibit A/Pricing Sheet.

## VI. BID RESPONSE DOCUMENTS

### General Requirements

All documentation must be submitted on prescribed forms, without alteration. To facilitate photocopying, do not permanently bind documents.

*Bidders must submit every document listed in sections A and B, below. Failure to provide all documents in the manner required – including the number of requested copies - may result in disqualification of a bid response. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFB or to any exhibits or appendices to this RFB, including Exhibit A/Pricing Sheet, may result in the rejection of the bid as non-responsive.*

### A. REQUIRED BID DOCUMENTS

#### 1. Narrative Description – Organizational Experience/Capacity

Bidders must submit, with their bid response, a narrative which demonstrates their capacity and experience to meet the minimum qualifications listed in Article II, above (Minimum Qualifications), and the lodging requirements listed in Article V, above (Scope of Work), including a description of its capability to produce and deliver similar quantities of materials or services required hereunder on an as-needed basis.

#### 2. Bidder Contact Information

Bidder shall designate, where specified in the two-page Bidder's Response Document Enclosure Checklist, a person as primary contact for all questions OCA may have regarding bidder's bid response.

### **3. Bidder Verification**

Authorized representative of bidder must complete and sign in section 6 on page two (2) of the two-page Bidder's Response Document Enclosure Checklist to verify submission of all documents required. This authorized representative must be the person whose signature is affixed to all required bid documents.

## **B. NYS BID FORMS**

### **1. Attachment I - Standard Request for Bid Clauses & Forms and Attachment IV- Procurement Lobbying Law required forms**

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms , and Attachment IV - Disclosure of Prior Non-Responsibility Determination (UCS 420) and Affirmation of Understanding and Agreement (UCS 421) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under "Addenda" for the appropriate solicitation, are incorporated and made a part of this solicitation.

### **2. Attachment III - Vendor Responsibility Questionnaire**

The NYS Unified Court System (UCS) is required to conduct a review of a prospective vendor to provide reasonable assurances that the vendor is responsible. The required Vendor Responsibility Questionnaire is designed to provide information to assist UCS in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective vendor's legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references).

The UCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete a paper questionnaire and submit it with their proposal.

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system> or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us/Enrollment/login?1>. Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed New York State Vendor File Registration for instructions on obtaining a Vendor

Identification Number.) 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.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us).

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Bidder's Response Document Enclosure Checklist. Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFB. Bidders' authorized signature of the RFB form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

Paper Questionnaire: Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

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

Prior to being awarded a contract pursuant to this solicitation, the bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with New York State agencies and the registration must be initiated by a State agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to vendors for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

**If the bidder is already registered in the Vendor File**, the vendor must enter the vendor's ten-digit Vendor ID on the first page of this bid document.

**If the bidder is not currently registered in the Vendor File**, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form (<https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the Vendor. Once the process is initiated, Vendor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website:

[https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI\\_FRAMEWORK.PT\\_LANDI\\_NGPAGE.GBL?&](https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDI_NGPAGE.GBL?&)

### 4. **Electronic Payments**

The Awarded Contractor will be required to receive contract payments electronically.

If the Awarded Contractor is not currently enrolled to receive electronic payments, it will need to enroll in ePayment – New York State's electronic payment program for vendors. To do so, vendors need to log onto the Vendor Self-Service Portal and enter their bank account information. ePayments will ensure you are receiving payments faster and in a more secure manner. If you need assistance in accessing the Vendor Self-Service Portal, please contact the SFS Helpdesk at [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov) or 1-877-737-4185.

**5. Proof of Insurance**

Bidder must provide together with its bid response all documentation required pursuant to Article IX, "Insurance Requirements."

**C. ADDITIONAL BID DOCUMENTS**

**1. Financial Stability**

Upon request by UCS, bidder shall provide its audited financial statements prepared in accordance with GAAP-Generally Accepted Accounting Principles for the past three (3) consecutive years and a copy of its last three (3) annual reports.

**VII. BID SUBMISSION PROCEDURES**

**A. SUBMISSION OF PAPER BID PROPOSALS BY MAIL**

**Packaging, Identifying and Delivering of Bids/Proposals**

Bids/Proposals must be clearly addressed and submitted to:

**NYS Unified Court System  
Division of Professional and Court Services  
2500 Pond View, Suite 104  
Castleton-on-Hudson, New York 12033  
ATTN: Jessica St. Hilaire**

All envelopes/cartons must also be labeled with the following information on two sides:

Deliver immediately to **Jessica St. Hilaire**

Sealed bid - Do not open

RFB# OCA-DPCS-010 due **Thursday, September 5, 2024**

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by **Thursday, September 5, 2024 at 3:00 PM** at the latest or bids will be declared late bids and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

**Bidder Confidential/Proprietary Information**

If applicable, bidders should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and must provide justification why such material, upon request, should not be disclosed to parties other than UCS. Bidders are advised that any material deemed confidential by bidder may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including, but not limited to, Article 6 of the New York Public Officers Law (Freedom of

Information Law). Such confidential/proprietary information must be in a separate folder from the non-confidential sections of the proposal.

### **No-Bids**

Bidders are requested to send a no-bid letter to OCA, Attn: **Jessica St. Hilaire**, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: RFB# OCA-DPCS-010. No-bid letters may be sent by email to [JStHila@nycourts.gov](mailto:JStHila@nycourts.gov). Please indicate in "Subject" field: RFB# OCA-DPCS-010– No-Bid.

## **VIII. GENERAL BID REQUIREMENTS**

### **Online RFB Package: Disclaimer**

Bidders accessing any UCS/OCA solicitations and related documents from the UCS website [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under “Current Solicitations” shall remain solely and wholly responsible for reviewing the respective solicitation & bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

### **Binding Nature of Bid/Proposal on Bidders**

All bids/proposals shall remain binding on bidders until such time as UCS/OCA provides written notification of its intent to award the contract to a specific bidder or until the bidder withdraws its bid/proposal in writing, whichever occurs first.

### **Estimated Quantities**

Any quantities specified in this solicitation constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied. Awarded Contractor must accept all requests for services placed by UCS during the term of an awarded contract.

### **Rejected and Unacceptable Bids/Proposals/Awards**

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations, (as contracting party, surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect, or who are found to be non-responsible based on any of the criteria specified in the section headed “Responsible Bidder”.

UCS also reserves the right to reject any bidder: (i) whose facilities and/or resources are, in the opinion of OCA, inadequate, or do not meet the location requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications (if requested), or whose

references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event UCS may then invite the responsible and responsive bidder with the next lowest dollar cost to enter into negotiations for purposes of executing a contract.

### **Responsible Bidder**

A bidder shall be defined as “responsible” in accordance with, but not limited to, references, past performance history, financial stability, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire), and the criteria set forth in the paragraph headed “Rejected and Unacceptable Bids/Proposals/Awards” as well as any other criteria necessary and reasonable to establish the bidder’s responsibility.

### **Clarification/Correction of Bids/Proposals**

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to 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 a bidder’s proposal and/or to determine a bidder’s compliance with the requirements of this solicitation. This clarifying information, if required in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS’s request for clarification, shall be included as a formal part of the bidder’s proposal. Clarifying information, if any, whether provided orally, visually or in writing will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder’s proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

### **Minor Bid Irregularities**

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this bid, UCS may: (i) waive technicalities; (ii) waive minor irregularities, omissions or incompleteness in the bid or a bid response; (iii) waive any bid requirements that are unmet by all bidders; (iv) consider any and/or all alternatives and/or enhancements suggested by the successful bidder; (v) make an award under the bid in whole or in part and negotiate contract terms and conditions with the successful bidder to meet UCS requirements consistent with such award.

### **Unified Court System Self-Insurance**

UCS, a New York State governmental entity, is self-retained for risk of loss and liability.

### **Inspection of Bidder’s/Awarded Contractor’s Facilities**

The UCS/OCA reserves the right to inspect bidder’s proposed facilities, as part of the bid evaluation. Subsequent to award, Awarded Contractor’s facilities shall be made available for

periodic inspection. In all instances, advance notification will be communicated by appropriate court personnel.

### **Access to Court Facilities**

Awarded Contractor must comply with all applicable location rules, policies, guidelines and procedures in order to be granted access to court facilities. Where applicable to the performance of work under an awarded contract, bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. No special accommodations can or will be made by court staff with respect to security measures, access or parking.

### **Subcontracting**

Subcontracting and any other transfer of any duties or obligations to be performed hereunder will be permitted only with the prior written consent of UCS to the proposed subcontractors. In the event that bidder proposes to use one or more subcontractors, the specific subcontractors and the services proposed to be performed by such subcontractors, must be listed in bidder's proposal. If a bidder that proposes to use one or more subcontractors is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the bidder's proposal.

The Awarded Contractor will be the prime contractor and will be responsible for all services required by this RFB. The UCS will communicate only with Awarded Contractor and the Awarded Contractor shall remain wholly liable for the performance by and payment to any such subcontractors, their employees, agents, consultants or representatives. UCS may require subcontractors to provide evidence of insurance prior to UCS approval.

### **Implied Requirements**

Products and services that are not specifically requested in this solicitation, but which are necessary to provide the functional capabilities proposed by the bidder, shall be included in the offer except as specified herein.

### **Silence of the Specifications**

The apparent silence of the specifications contained as part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## **IX. CONTRACT TERMS AND REQUIREMENTS**

### **Contract Terms**

The Awarded Contractor shall be required to comply with the provisions set forth in this Article, as well as such other provisions contained in an agreement, in form and content satisfactory to UCS in its sole discretion.

### **Compliance with Laws**

Awarded Contractor(s) must comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, fire, health and safety codes, prior to and during the provision of all services under the contract resulting from this RFB.

### **Independent Contractor Status**

It is expressly understood and agreed that the Awarded Contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The Awarded Contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the Awarded Contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the Awarded Contractor or any of its employees or subcontractors.

### **Indemnity**

Awarded Contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney's fees and the cost of legal defense) which UCS may incur by reason of: (i) Awarded Contractor's breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of Awarded Contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) Awarded Contractor's performance or failure to perform under the contract; or (iv) enforcement by UCS of the awarded contract or any provisions thereof. UCS will notify the Awarded Contractor of any claim, action or demand for which indemnity is required in the reasonable opinion of UCS, and will cooperate reasonably with Awarded Contractor at Awarded Contractor's expense. Any law firm Awarded Contractor chooses to defend UCS must be experienced in defending similar claims and will be subject to UCS approval, which will not be unreasonably withheld. Awarded Contractor may not settle any lawsuit or matter relating to the culpability or liability of UCS without the prior written consent of UCS. UCS reserves the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense.

### **Confidentiality and Data Security**

Awarded Contractor acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the Awarded Contractor by the UCS, or which may be otherwise encountered by Awarded Contractor shall be considered extremely confidential and shall be handled accordingly at all times. Neither the Awarded Contractor nor any of its employees, servants, vendors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement awarded under this RFB without the express prior written authorization of UCS. Any

breach of this confidentiality by the Awarded Contractor or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by UCS and may subject the Awarded Contractor to further penalties.

Awarded Contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the records.

Awarded Contractor is prohibited from maintaining confidential files and records provided to or generated by Awarded Contractor in a mobile or portable device. Remote access to the UCS confidential information is prohibited unless industry standard protocols for remote access are in place (e.g., SSL, VPN). In addition, Awarded Contractor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

## **Termination**

### **A. EARLY TERMINATION FOR BUDGET MODIFICATION**

1. Notwithstanding any other provision contained in this RFB, if the UCS Budget (“Budget”) is modified (a “Budget Modification”, defined in subsection 2 below) for any State fiscal year included in the term of the awarded contract, in whole or in part (including any renewal or extension term), such that UCS determines, in its sole discretion, that it is necessary to reduce, eliminate or otherwise modify the budget allocation covering payment thereunder, UCS shall have the option to terminate the awarded contract upon not less than thirty (30) days’ notice to awarded contractor, without liability for costs, expenses or damages as a result thereof.
2. For purposes of this subsection A, Budget Modification shall mean and include, with respect to the Budget or any appropriation contained therein:
  - i. any reduction, elimination or restriction upon access thereto as provided by law; or
  - ii. any restriction placed on UCS spending authority, including any restriction imposed by UCS upon itself in response to a request of the Executive or Legislative Branch of government.
3. Termination hereunder shall be further governed by the termination provisions contained in the awarded contract, as applicable.

### **B. EARLY TERMINATION FOR CAUSE**

Early termination of the contract for cause may result in, among other consequences, utilizing any or all remedies available to UCS and New York State, the Awarded Contractor both being declared non-responsible by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller’s guidelines on vendor responsibility and in the Awarded Contractor’s removal from the UCS/OCA’s bidders list for future solicitations.

## **Intellectual Property**

If Awarded Contractor is required to produce specially commissioned materials pursuant to this Agreement (the "Work"), whether in written form, on tape, computer-readable media or other

tangible form, Awarded Contractor acknowledges and agrees that UCS shall have the option to: (i) retain a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work; or (ii) be the sole owner of the Work (the Work shall be considered a "work made for hire"), each of the foregoing at no additional cost to UCS.

### Insurance Requirements

Awarded Contractor shall be required to maintain during the term of the contract awarded pursuant to this RFB, including any renewal or extension terms, at their own cost and expense, and provide proof with its proposal, or affirm that bidder will provide proof upon notification of contract award, of the following insurance coverage:

1. Workers' compensation and disability benefit insurance coverage as required under NYS law. Each vendor must provide with its proposal, or affirm that vendor will provide upon notification of contract award, proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption. Vendor must obtain the appropriate Workers' Compensation Board forms from its insurance carrier or licensed agent or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. See Workers' Compensation Board website at <http://www.wcb.ny.gov> under "Forms" for a manual listing required forms and procedures. Any questions regarding workers' compensation coverage requirements or debarments should be directed to:

Workers' Compensation Board  
Bureau of Compliance  
(518) 462-8882  
(866) 298-7830

### Only the following forms will be accepted:

#### Proof of Workers' Compensation Coverage

- **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
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

#### Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance, or
- **Form DB-120.2** - Certificate of Participation in Disability Benefits Group Self-Insurance; or
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

On forms that have a space for a certificate holder to be listed, the carrier must enter:

NYS Unified Court System  
Office of Court Administration  
Division of Professional and Court Services  
Grants & Contracts  
2500 Pond View, Suite 104  
Castleton-on-Hudson, NY 12033

The insurance carrier must notify the certificate holder if a policy is canceled.

**Please note:** An ACORD Certificate of Insurance is not acceptable proof of NYS workers' compensation or disability benefits insurance coverage.

For additional information regarding workers' compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at: <http://www.wcb.ny.gov> under "Employers/Businesses."

2. Commercial General Liability Insurance (bodily injury and property damage on an occurrence basis), contractual and products/completed operations liability coverage, and auto liability with minimum limits as follows:

Bodily Injury and Property Damage	\$1 million per occurrence, \$2 million aggregate
Personal Injury and Advertising	\$1 million aggregate
Contractual and Products/ Completed Operations	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

Commercial General Liability insurance coverage shall be obtained from commercial insurance carriers licensed to do business in the State of New York.

**EXHIBIT A/PRICING SHEET**

See Excel file.