

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 Unit
25 Beaver Street, R-850
New York, NY 10004

(Agency Name and Address)

Direct Inquiries to: Marie-Claude Ceppi
E-mail: mceppi@nycourts.gov

Price to include delivery to (describe exact location and method of delivery) All prices to be net and inclusive of all services specified herein unless otherwise specified.

Bid Number: OCA/DOT-216	Commodity Group:
Opening Date: 05/23/2017 Time: 3:00 pm Issue Date: 05/01/2017	Commodity Name: FileMaker Consultant Services

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

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

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 E-mail:	

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DOCUMENT ENCLOSURE CHECKLIST (2 pages)

_____ Pricing Sheet: The Pricing Sheet **must be fully executed and included** in bidder's proposal. Failure to do so will immediately disqualify bidder's response.

The following forms must be fully executed and included in bidder's proposal. Failure to do so may disqualify bidder's response:

- _____ UCS Request for Bid/Proposal Form (rfb1.frm) and complete bid response with original signature
- _____ Attachment I - Standard Request for Bid Clauses & Forms
 - p.3 - Non-Collusive Bidding Certificate
 - p.4 - Corporate Acknowledgment
- _____ Attachment II - Not Applicable
- _____ Attachment III - Vendor Responsibility Questionnaire
 - Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening due date, **or**
 - Paper questionnaire
- _____ Attachment IV - Procurement Lobbying forms
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)
- _____ Attachment V – Consultant Disclosure Form (UCS 475)
- _____ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see paragraph "Insurance Requirements" for a list of accepted forms.
- _____ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications

The following documents and information must be included in bidder's proposal. Failure to do so may disqualify bidder's response:

- _____ Three (3) complete copies of original bid response
- _____ List of references
- _____ Bidder's contact information
- _____ Resumes and copies of diplomas, certifications, etc.
- _____ Describe and document its past and ongoing experience and qualifications

DOCUMENT ENCLOSURE CHECKLIST (cont.)

_____ Signed Document Enclosure Checklist
_____ Proprietary information in separate folder from bid response, if applicable

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. The 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 to this RFB, including the Pricing Sheet, will result in the rejection of this offer as non-responsive.
4. Please note that the terms and conditions of this RFB will form the basis of the contract with the awarded vendor (hereafter "Vendor.")
- 5. Please verify that all required documents are included before signing.**

COMPANY NAME:

AUTHORIZED OFFICER'S NAME AND TITLE:

SIGNATURE: _____ DATE: _____

I. INTRODUCTION: PURPOSE AND SCOPE

The New York State Unified Court System (hereafter “UCS”), /Office of Court Administration (hereafter “OCA”) on behalf of its Division of Technology (hereafter “DOT”) is soliciting sealed bids for the purpose of establishing an estimated quantity term contract for provision of FileMaker consultant services to design and deploy FileMaker applications for use on the UCS Intranet and the UCS Website (see Detailed Specifications).

II. BIDDER’S QUALIFICATIONS

Description of Bidder’s and Developers’ Qualifications and Experience

OCA/DOT will evaluate pursuant to the Method of Award the experience and qualifications described below (see “Method of Award.”)

Bidder is required to describe and to document its past and ongoing experience and qualifications, the minimums of which are outlined below:

FileMaker Experience/Qualifications

- FileMaker development experience of 5 years or more (including any consultant assigned to perform services).
- Designing and developing multi-location, multi-user FileMaker systems in an enterprise environment.
- Designing and developing Windows-based FileMaker applications.
- Designing and developing Web-based FileMaker applications.
- In depth knowledge and experience with FileMaker relational database design and optimization.
- FileMaker Certification - 12 or higher.
- Participation in FileMaker events including user groups and FileMaker Developer conferences.

Oracle/MS SQL Experience/Qualifications

- Developing FileMaker applications using ESS connections to Oracle and/or MS SQL Server relational databases.
- Experience with Oracle and/or MS SQL Server relational database design and optimization.
- Experience writing complex Oracle and/or MS SQL Server SQL.

Plug-Ins Experience/Qualifications

- Creating plug-ins using 360Works ScriptMaster.
- Experience in use of FileMaker plug-ins.

III. BID RESPONSE SUBMISSION

Packaging, Identifying and Delivering of Bids/Proposals

Bids/Proposals must be clearly addressed and submitted to:

Marie-Claude Ceppi
Management Analyst
NYS Office of Court Administration
25 Beaver Street, R-850
New York, NY 10004

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

Deliver immediately to Marie-Claude Ceppi R-850
Sealed bid - Do not open
RFB# OCA/DOT-216 due May 23, 2017 at 3:00 p.m.

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 May 23, 2017 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.

No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Marie-Claude Ceppi, 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/DOT-216. No-bid letters may be sent by email to mceppi@nycourts.gov. Please indicate in "Subject" field: RFB# OCA/DOT-216 – No-Bid.

Questions

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

Marie Claude Ceppi

mceppi@nycourts.gov

Please indicate in "Subject" field: RFB# OCA/DOT-216 - Question(s)

The deadline to submit questions is May 12, 2017 before 5:00 pm. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at www.nycourts.gov/admin/bids in the Addenda column for the appropriate solicitation and mailed to the bidders list promptly after this deadline.

IMPORTANT: All questions regarding this solicitation must be in writing 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/RFP 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.

Bidder's Contact Information

Bidder shall designate, in its bid response, a staff member as primary contact for all questions OCA/DOT may have regarding bidder's bid response.

IV. AWARD

Term of Award

A single contract will be awarded for an initial term of two (2) years ("Initial Term") estimated to commence on or about November 1, 2017. The OCA shall have the option to renew the contract for three (3) additional one (1) year terms (each, a "Renewal Term") upon the same terms and conditions including pricing. OCA also reserves the right to extend the contract for a maximum of six (6) months upon the same terms and conditions, including pricing, as of the expiration date of the Initial Term, or the first Renewal Term of the contract, as the case may be. The maximum term of the contract will be five (5) years. The initial contract, renewals and extension are subject to the approval of the NYS Attorney General and the NYS Comptroller.

Method of Award

A single contract will be awarded to the responsible bidder who scores the highest total points for the following categories:

1. COST **Max. 30 points**

Lowest cost gets maximum points; next lowest cost gets a fraction of points

Formula: (lowest \$ cost/next lower \$ cost) x max. points = points

Example: Lowest \$ cost = \$100 = 30 points Next lowest \$ cost = \$125 (100/125) x 30 = 24 pts.

2. FILEMAKER QUALIFICATIONS AND EXPERIENCE

Max. 45 points

- a. Number of years – 5 years or more of Filemaker development experience for any consultant assigned 10 points
- b. Designing and developing multi-location, multi-user FileMaker systems in an enterprise environment 6 points
- c. Designing and developing Windows-based FileMaker applications 6 points
- d. Designing and developing Web-based FileMaker applications 6 points
- e. In-depth knowledge and experience with FileMaker relational database design and optimization 6 points
- f. FileMaker certification - 12 or higher 6 points
- g. Regular participation in events including user groups and the FileMaker Developer Conference 5 point

3. ORACLE/MS SQL QUALIFICATIONS AND EXPERIENCE

Max. 15 points

- a. Developing FileMaker applications using ESS connections to Oracle and/or MS SQL Server relational databases 5 points
- b. Experience with Oracle and/or MS SQL Server relational database design and optimization 5 points
- c. Experience writing complex Oracle and/or MS SQL Server SQL 5 points

4. PLUG-INS QUALIFICATIONS AND EXPERIENCE

Max. 10 points

- a. Creating plug-ins using 360Works ScriptMaster 5 points
- b. Wide range knowledge, understanding, and use of available FileMaker plug-ins 5 points

Grand Total Points Max. 100 points

In addition to the evaluation criteria set forth above, bidder must be responsible as defined in VII. The RFB/RFP Process: General Specifications, in the paragraphs headed “Note to Bidders,

2. Attachment III – Vendor Responsibility Questionnaire”, “Rejected and Unacceptable Bids/Proposals”, and “Responsible Bidder.”

V. DETAILED SPECIFICATIONS

A. VENDOR’S CONTRACTUAL OBLIGATIONS (See also B. SCOPE OF SERVICES.)

Developers’ Assignment and/or Removal

The awarded contractor (hereafter “Vendor”) shall assign one or more (but no more than four (4)) developer(s) to perform services under an awarded contract. Vendor shall also assign an account manager to be the designated contact with OCA regarding all aspects of the contract.

Developers assigned to perform work under an awarded contract shall be subject to the prior approval of OCA/DOT. Any developers approved by OCA/DOT may not be replaced without the prior consent of the OCA/DOT. Whenever, for any reason, one or more of the aforementioned developers are unavailable to perform services, Vendor shall, upon the prior written approval of the OCA/DOT replace such developer with a person of substantially equal abilities and qualifications. Additionally, OCA/DOT shall have the option to direct the Vendor to remove or replace any developer failing to perform services to the satisfaction of UCS.

Developers’ Resumes

Bidder shall include in its bid response the resumes, copies of diplomas and certifications for the developer(s) proposed to be assigned to perform Filemaker services.

Project Timeline

After Vendor meets with OCA/DOT to discuss each project’s objectives and scope, Vendor shall provide for review and approval of OCA/DOT a timeline for completion of the project (including, but not limited to, the number of hours estimated to complete the project).

Ownership of Source Code/Confidentiality

OCA/DOT shall retain the exclusive ownership of source codes, and all codes and files developed by Vendor, or any person acting on behalf of Vendor, in the course of performing services under an awarded contract. Neither Vendor nor its employees or agents may use, transfer, sell or publish such codes and files or information for any purpose outside the scope of the awarded contract with UCS without the prior written consent of OCA/DOT.

Vendor will be required to maintain the confidentiality of any and all information, records, files, documents or reports generated by, or contained in, any media format provided to Vendor by UCS, or otherwise obtained by Vendor in the performance of contractual services. Neither Vendor nor any of its developers or employees shall at any time be permitted to utilize any such information for any purpose outside the scope of the agreement resulting from this RFP without the express written authorization of OCA/DOT.

Travel

Vendor will be expected to travel to Troy, NY (zip code 12180) up to six (6) times per year to attend two (2) day design sessions with the OCA/DOT Small Systems Group. Vendor travel expenses will not be separately compensable.

Subcontracting

No subcontracting will be allowed.

B. SCOPE OF SERVICES

Description

- Work directly with, and at the direction of, UCS FileMaker Developers.
- Document, project plan and timeline for each project in form acceptable to OCA/DOT.
- Design, develop, test and deploy FileMaker applications for use on the UCS Intranet and Internet. This will include FileMaker applications connecting to new or existing ORACLE or MS SQL Server databases.
- Provide daily status updates to UCS for the duration of each project.
- Document all applications and provide detailed instructions for use and deployment.
- Prepare and conduct trainings on applications developed, as determined by OCA/DOT.
- Research and test FileMaker related technology upon request by OCA/DOT. Train UCS FileMaker developers on any of these new technologies.
- Respond to all inquiries from OCA/DOT regarding FileMaker applications.
- Under OCA/DOT direction, work directly (i.e., gather requirements, answer UCS questions, coordinate testing) with UCS personnel as determined by OCA/DOT.
- Assist with the recovery of corrupt FileMaker files.

VI. PRICING AND PRICING SHEET

Pricing

Except as otherwise expressly set forth herein, pricing shall include all costs for the performance of the services described herein, including travel. Additionally, pricing shall be submitted only on, and in the format prescribed by, the Pricing Sheet. Unless specified otherwise herein, all prices shall remain unchanged throughout the Initial Term of the awarded contract, the Renewal Terms and the Extension.

Billing

The Vendor shall provide monthly invoices to UCS reflecting all services performed within such month. Invoice shall itemize dates, hours worked, description of work performed, and name of consultant who performed the work. Invoices shall be delivered by the 10th business day following the end of each month to: Gail Testo, Senior Management Analyst, 125 Jordan Road, Troy, NY 12180, phone: 518-285-8218, email: gtesto@nycourts.gov, or such other person or address as OCA shall designate. A copy of each invoice shall also be sent to the Project Manager, Alan Simms, Senior Technical Manager, 125 Jordan Road, Troy, NY 12180, phone: 518-285-8207, email: asimms@nycourts.gov.

Payments

Payment shall be made monthly in arrears, within thirty (30) days of approval of invoices satisfactory to UCS and OSC.

The estimated hours per approved project timeline shall not be exceeded, unless authorized in writing by OCA/UCS.

PRICING SHEET

The number of hours UCS estimates Vendor to perform the services during the initial 12-month of the contract awarded pursuant to this RFB is eight hundred (800). The actual number of hours requested/performed may be more or less than the estimated number. In case of bidder's miscalculation, **hourly consulting rate will prevail.**

Hourly consulting rate x 800 hours/year = Total Cost/year
\$ _____ x 800 = \$ _____

Company Name: _____

Authorized Officer's Name and Title:

Signature and Date: _____

VII. The RFB/RFP PROCESS: GENERAL SPECIFICATIONS

Note to Bidders

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 contractor 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 contractor'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/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us/Enrollment/login>. 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.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the 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/RFP. Bidders' authorized signature of the RFB/RFP

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 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 (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the awarded contractor. Once the process is initiated, awarded contractor 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: http://www.osc.state.ny.us/vendor_management/.

Online RFB/RFP Package: Disclaimer

Bidders accessing any UCS/OCA solicitations and related documents from the New York State UCS website 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.

Bid Response/Proposal: Original and Copies

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3, 4, of 10; Attachment III - Vendor Responsibility Questionnaire (questionnaire may be filed electronically with OSC); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420 and Affirmation of Understanding and Agreement UCS 421; proof of Workers' Compensation and Disability Benefits insurance coverage (See "Insurance Requirements"); Attachment V – Consultant Disclosure Form; and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist. Complete the paperwork on the forms provided with this solicitation unless otherwise requested. Do not retype or amend any portion of this solicitation. Failure to provide all original documents and the requested number of copies may result in disqualification of a bidder's response.

NYS OGS General Specifications

New York State Office of General Services (NYSOGS) General Specifications (May 2015) are incorporated herein by reference, except to the extent any provision thereof is not applicable to UCS. Any reference in the NYSOGS General Specifications to 'Commissioner' shall be deemed to refer to the Chief Administrator of the Courts or the designee of the Chief Administrator. In the event of any conflict or express or implied ambiguity between this solicitation document, including attachments hereto, and the NYSOGS General Specifications, this solicitation document shall take precedence. The NYSOGS General Specifications are available at: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/CL815.pdf>.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as 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.

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/RFP.

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.

Rejected and Unacceptable Bids/Proposals

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, too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

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" 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.

References

Each bidder must provide at least three (3) references, other than UCS, including the company/agency name, complete address, contact name, title, telephone number and email address, for whom the bidder has provided similar services at any time during the past three (3) years.

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; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

Unified Court System Self-Insurance

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

Insurance Requirements

Awarded contractor shall be required to maintain during the term of the contract, including any renewal terms, at their own cost and expense:

1. Workers' compensation and disability benefit insurance coverage as required under NYS law. **Each vendor must provide with its proposal 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-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
25 Beaver Street, Room 850
New York, NY 10004

The insurance carrier will 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 worker's 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, \$2million, 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.

Confidentiality

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

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 easily separable from the non-confidential sections of the proposal.

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.

Termination

Early termination of the contract for cause may result in, among other consequences, 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 contractor's removal from the UCS/OCA's bidders list for future solicitations.

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.