

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 & Court Services
 Contracts & Procurement Unit
 2500 Pond View, Suite 104
 Castleton-on-Hudson, NY 12033

Direct Inquiries to: Jillian Halse
 E-mail: jhalse@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-DPCS-002	Communication and Monitoring Software and Smartphones
Opening Date: 8/8/2024 Time: 3:00 PM	
Issue Date: 7/3/2024	

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
UCS ATTACHMENT I, III, and IV 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:	
		NYS Vendor ID Number:	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number E-mail:	

Communication and Monitoring Software and Smartphones

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DOCUMENT ENCLOSURE CHECKLIST (2 pages)

The following items must be fully completed and executed (where applicable), and included in bidder's response.

Failure to do so may disqualify bidder's response:

- Pricing Sheet: Exhibit A/Pricing Sheet
- 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 – Acknowledgment of Individual or Corporation

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)
- 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.
- List of references
- Three (3) complete photocopies of original bid response
- Signed Document Enclosure Checklist
- Proprietary information in separate folder from bid response, if applicable

- Bidder's contact information (Item 5 below)
- Narrative Description – Organizational Experience/Capacity
- Narrative Description – Relevant Business Experience/Qualifications

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:			
Street:			
City:	State:	Zip:	
Telephone Number:	Email:		

6. Verification:

Authorized representative of Bidder must complete and sign below to verify submission of all documents required per the Document Enclosure Checklist:	
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 the provision of a web-based communication and monitoring software solution and smartphone device lease to provide communication, supervision, and accountability tools for use by participants in UCS Rural Opioid Intervention Court (“ROIC”) in eight New York State counties, including related services, as described herein.

The purpose of providing the smartphones with this specialized software to ROIC participants is to facilitate court staff supervision, improve access to clinical interventions, and enhance access to recovery support services.

UCS anticipates that a total of one hundred and sixty (160) smartphones with this specialized software will be issued annually to ROIC participants.

**** See EXHIBIT B, 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 in writing by email only to:

Jillian Halse, Assistant Court Analyst
jhalse@nycourts.gov

Please indicate in "Subject" field: “INITIAL QUESTIONS - RFB# OCA-DPCS-002.”

The deadline to submit questions for this initial period (also referred to herein as the “Initial Bid Question Due Date”) is July 12, 2024 at 5:00 PM EDT. 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 , Current Solicitations, RFB# OCA-DPCS-002.

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 Bid

Question Due Date”) is July 19, 2024 at 5:00 PM EDT. A written response to all submitted follow-up questions in the form of a Questions & Answers (Final Q&A) will be posted on the UCS website at www.nycourts.gov/admin/bids , Current Solicitations, RFB# OCA-DPCS-002 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*	July 3, 2024	
Initial Bid Question Due Date	July 12, 2024	5:00 PM EDT
Follow-up Bid Question Due Date	July 19, 2024	5:00 PM EDT
Bid Submission Due Date	July 25, 2024 August 8, 2024	3:00 PM EDT
Estimated Contract Start Date	October 1, 2024	

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

II. MINIMUM QUALIFICATIONS

UCS will consider bids submitted by entities that can demonstrate:

- a. It is an organization capable of providing the goods and performing the work specified herein and has been in continuous operation for the past three (3) years;
- b. It has the capacity to ship the volume of goods required by UCS.

III. AWARD

Term of Award

A single estimated quantity term contract (“Contract”) will be awarded to the successful bidder (“Awarded Contractor”) for an Initial Term of one (1) year (“Initial Term”). The Contract is expected to commence on or about October 1, 2024. OCA reserves the right to renew such Contract for four (4) additional one (1) year periods (each, a “Renewal Term”) upon the same terms and conditions, excluding pricing.

OCA further reserves the right to extend the Contract for a period not to exceed six (6) months (“Extension Term”), upon written notification to Awarded Contractor prior to the expiration date of the Initial Term or a Renewal Term, upon the same terms and conditions, including pricing, as the preceding term; provided, the maximum term of the Contract will be five (5) years.

The Contract, renewals and extension are subject to the approval of the New York State Attorney General and the New York State 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 total cost of all estimated goods and services to be provided during the Initial Term, as indicated by bidders in the “Initial Term Grand Total Price” section of 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 bidders, UCS reserves the right to make the award to the first bid received as indicated by date and time affixed to the bid at the time of receipt.

Bid Protest Procedure

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

IV. PRICING

A. Bid Submission

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, inclusive of all services described herein, 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.

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, cost, reimbursement or expense of any kind payable by UCS in connection with or arising from Awarded Contractor’s performance of the services set forth herein. Awarded Contractor shall be solely responsible for all costs and expenses incurred in connection with the performance of such goods and services.

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, which shall remain unchanged during the awarded contract’s Initial Term.

C. Allowable Contract Price Adjustments

Awarded contract pricing shall be subject to increase as of the commencement date of each Renewal Term by the percentage equal to the lesser of: (i) the increase, if any, in the US Consumer Price Index for All Urban Customers (CPI-U) Not Seasonally Adjusted (NSA) US Cities Average, All Items (“CPI”) as of the third month prior to the commencement date of each such Renewal Term, over the CPI as of the third month prior to the commencement date of the immediately prior term of the Agreement; or (ii) five percent (5%). Pricing shall thereafter remain unchanged for the balance of each such term and shall further remain unchanged during an Extension Term.

D. Awarded Contractor Payment

Awarded Contractor shall send true and accurate invoices 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 invoices 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

***** SEE EXHIBIT B, SCOPE OF WORK*****

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.

Communication and Monitoring Software and Smartphones

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

The following required documents must be included in bid response. Failure to provide all items below may disqualify bidder's response.

1. Narrative Descriptions

**a. Narrative Description - Organizational Experience/Capacity/
Relevant Business Experience/Qualifications**

A narrative which demonstrates capacity and experience to meet the minimum qualifications listed in Article II, above (Minimum Qualifications), including a description of its capability to produce and deliver similar quantities of materials or services required hereunder on an as-needed basis. The bidder must also provide a clear description of all relevant functionality and specifications of the smartphone and software in meeting the scope of work requirements described in Exhibit B.

2. Bidder Contact Information

Bidder shall designate, where specified in section 5 on page two (2) of the two-page 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 Document Enclosure Checklist to verify submission of all documents required per the Document Enclosure Checklist.

This authorized representative must be the person whose signature is affixed to all required bid documents.

4. References

Each bidder must submit 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 goods and services at any time during the past three (3) years.

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.

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. 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 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?&

4. Electronic Payments

The Awarded Contractor will be required to receive contract payments electronically. If the Awarded Contractor is not currently receiving 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 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

OCA-DPCS-002

~~BID DUE DATE: July 25, 2024~~

BID DUE DATE: August 8, 2024

Communication and Monitoring Software and Smartphones

BID DUE TIME: 3:00PM

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: Jillian Halse**

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

Deliver immediately to Jillian Halse

Sealed bid - Do not open

RFB# OCA-DPCS-002 due ~~July 25, 2024~~ **August 8, 2024 at 3:00 PM**

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 ~~July 25, 2024~~ **August 8, 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: Jillian Halse, 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-002. No-bid letters may be sent by email to Jillian Halse. Please indicate in "Subject" field: RFB# OCA-DPCS-002 – No-Bid.

VIII. GENERAL BID REQUIREMENTS

Online RFB 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.

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 goods and 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, too remote from the UCS locations to render goods and 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.

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 incompletions 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.

Federal Requirements

This RFB is funded with federal funds. The Awarded Contractor shall, at its cost and expense, promptly and fully comply with, and assist UCS as may be necessary in complying with, any federal requirements applicable to such federal funding. Federal requirements, including, but not limited to, the requirements contained in Appendix II to 2 CFR Part 200, may also be attached to the awarded contract.

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 or goods proposed to be performed or provided 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 goods and 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 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 goods and 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 goods and 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 goods and 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 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 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 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, 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 bidders list for future solicitations.

C. EARLY TERMINATION FOR CONVENIENCE

UCS may, in its sole discretion, terminate the awarded contract without cause, upon thirty (30) days written notice to Contractor, without liability for costs, expenses or damages as a result of such termination.

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.

OCA-DPCS-002

Communication and Monitoring Software and Smartphones

~~**BID DUE DATE: July 25, 2024**~~

BID DUE DATE: August 8, 2024

BID DUE TIME: 3:00PM

**EXHIBIT A
PRICING SHEET**

See Excel File

**EXHIBIT B
SCOPE OF WORK**

Awarded Contractor’s Contact Information

Awarded Contractor will be required to:

- a. Provide UCS with an electronic method for submission of orders and ordering information (e.g. an email address).
- b. Appoint an individual to act as the primary contact and account coordinator for UCS personnel to contact with respect to the administration of this contract. Upon award notification, Awarded Contractor(s) will provide an e-mail address and phone number for this purpose.

Orders

UCS will utilize a purchase order to place smartphone orders via email on an as-needed basis. Order frequency is subject to change based on need. Awarded Contractor shall take no action without express written instruction from OCA.

Estimated Initial Term Quantity

It is anticipated that during the one-year (1-year) Initial Term of the contract the Awarded Contractor will provide an estimated quantity of one hundred and sixty (160) smartphones as described below:

ROIC by County	Initial Term, Year 1
Chenango	20
Columbia	20
Cortland	20
Delaware	20
Genesee	20
Greene	20
Sullivan	20
Wyoming	20
Estimated Total Smartphones	160

Anticipated Shipping Locations

For bidding purposes, the anticipated shipping locations during the Initial Term are below. Exact shipping location and ordering information will be determined between the Awarded Contractor and UCS via purchase orders.

OCA-DPCS-002

~~**BID DUE DATE: July 25, 2024**~~

BID DUE DATE: August 8, 2024

Communication and Monitoring Software and Smartphones

BID DUE TIME: 3:00PM

Chenango County:
Norwich City Court
One Court Plaza
Norwich, NY 13815

Columbia County:
Columbia County Court
401 Union Street
Hudson, NY 12534

Cortland County:
Cortland City Court
25 Court Street
Cortland, NY 13045

Delaware County:
Delaware County Court
3 Court Street
Delhi, NY 13753

Genesee County:
Genesee County Court
One West Main Street
Batavia, NY 14020

Greene County:
Greene County Court
320 Main Street
Catskill, NY 12414

Sullivan County:
Sullivan County Court
414 Broadway
Monticello, NY 12701

Wyoming County:
Wyoming County Court
147 North Main Street
Warsaw, NY 14569

I. MATERIAL PRODUCT SPECIFICATIONS

Awarded Contractor shall, during the term of the awarded contract, provide a web-based communication and monitoring software solution deployed on smartphones for use by participants in UCS Rural Opioid Intervention Court (“ROIC”), with related services, as specified below.

A. Web-based Communication and Monitoring Software Solution

The web-based communication and monitoring software solution must include, but is not limited to, the following capabilities:

1. Allow court staff and project partners to set up phone and/or web-based calendars, automated reminders, and program notifications to improve attendance at court hearings and meet mandatory program requirements.
2. Have the capacity to integrate approved web-based clinical interventions and electronic recovery support applications.
3. Manage program participation records on all devices in one connected system available to court staff and project partners.
4. Generate site-based and project-based reports on participant statistics, compliance history and progress indicators.
5. Come with the ability to access micro and macro level data that can be accessed on demand by the UCS.
6. Provide location verification and monitoring for tracing and transportation assistance.
7. Have the ability to restrict downloadable content, application usage, and filter URLs.
8. Control application installation.
9. Ability to remotely reconfigure smartphones.
10. Restrict end user ability to uninstall the software solution.
11. Protected Health Information and all participant data must be stored and transmitted on a HIPPA compliant platform.
12. Data and communications must be encrypted

B. Smartphones

For the purposes of this bid, UCS defines a smartphone as a mobile device that combines the functionality of a traditional mobile phone with advanced computing capabilities.

Bidder's smartphone features must include, but are not limited to, the following capabilities and restrictions (subject to additional UCS restrictions):

- a. **Two-way communication** through call, text, email, and internet-based messaging applications.
- b. **Touchscreen Interface** allowing users to interact with applications and content by tapping, swiping, and pinching.
- c. **Applications and Services** allowing users access to a wide range of applications and services, such as web browsing, email, social media, and multimedia.
- d. **Built-in Camera** to allow for remote appearances at court hearings and virtual visits with various program partners.
- e. **GPS Navigation**
- f. **Business Application** for document management, etc.
- g. **Storage and Synchronization** to store files and synch them across devices.
- h. **Internet Access** allowing connection via cellular networks or Wi-Fi.
- i. Ability to **download additional applications** from centralized app stores.
- j. **Preprogrammed, unchangeable settings** including date, time, location.
- k. **Phone charger.**

C. Smartphone Usage Plan

Bidder's smartphone usage plan must include, but not be limited to, the following:

1. Unlimited calls/texts/emails.
2. Unlimited data usage.

3. Replacement of lost/broken smartphone devices at price proposed by bidder on Exhibit A/Pricing sheet. It is anticipated that up to twenty-five percent (25%) of the total leased smartphones may require a replacement each year.

II. RELATED SERVICES SPECIFICATIONS

- A. The Awarded Contractor shall provide related software solution services to the UCS and smartphone users including, but not limited to, the following:

1. Dedicated Customer Service

A dedicated customer service representative to assist with coordinating implementation, training, inventory management, device customization and other related support.

2. Software Solution Training

Comprehensive software solution training available on an on-going basis via pre-scheduled remote learning sessions. The UCS preferred method is MS Teams sessions for multiple users.

- B. The Awarded Contractor shall provide related smartphone services including, but not limited to, the following:

1. 24/7/365 Technical Support.

Awarded Contractor shall provide a toll-free phone number and/or email address for smartphone device support for UCS personnel and ROIC participants.

III. REPORTING REQUIREMENTS

In addition to the software requirements listed above, the Awarded Contractor must be responsive to additional request for data by the UCS as needed.