

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
 Division of Financial Management
 20 Corporate Circle
 Albany, NY 12203

Direct Inquiries to: Jean M. Bruno
 E-mail: Jmbruno1@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: RFB# OCA-DFM-278	Commodity Group: Hotel, Conference & Meeting Space
Opening Date: 12/14/2022 Time: 3:00 pm Issue Date: 11/7/2022	Commodity Name: Lodging for Court Officer Trainees

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
<p><u>UCS ATTACHMENT I, III, and IV ATTACHED & INCORPORATED HEREIN.</u></p>	<p>ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.</p>

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:	

CONTENTS

DOCUMENT ENCLOSURE CHECKLIST

BID CONTENTS

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

Attachments

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

Exhibits

Exhibit A:	Pricing Sheet
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DOCUMENT ENCLOSURE CHECKLIST (2 pages)

The following forms must be fully executed and included in bidder's proposal.

Failure to do so may disqualify bidder's response:

- 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)
- Certificates of New York State (“NYS”) Workers’ 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.
- 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

In addition, bidder shall provide:

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

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 Request for Bid (“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 to provide lodging for NYS Court Officer Trainees. The required lodging is up to One Hundred Fifteen (115) single occupancy rooms, each for Eighty-One (81) nights over the period from April 2023 through July 2023, as detailed in the “Lodging Dates Calendar” in Article V below.

Bids must be for a minimum of twenty (20) rooms at a single location, up to a maximum of One Hundred Fifteen (115) rooms.

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

Key Bid Dates

EVENT	DATE
Bid Issue Date*	Monday, November 7, 2022
Pre-Bid Conference Date	N/A
Bid Question Due Date	Tuesday, November 22, 2022
Bid Submission Deadline Date	Wednesday, December 14, 2022
Estimated Contract Start Date	Monday, April 3, 2023

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

II. MINIMUM QUALIFICATIONS

Location

The lodging facility (“Facility” or “Facilities”) must be located within a 20-mile radius of the NYS Court Officers Training Academy, 2500 Pond View, Castleton-on-Hudson, NY 12033.

Quality of Facility

The location, design, furnishings, features, organization of space, cleanliness, and professionalism of staff of the bidder’s Facility must be of a quality appropriate for NYS Unified Court System Court Officer instructors and trainees, as determined by UCS in its sole discretion. Facility and other conference facilities must be accessible to people with disabilities.

III. AWARD

Term of Award

One or more purchase order(s) will be awarded to the successful bidder(s) (the “Awarded Contractor(s)”) for the period of Monday April 3,2023 to Friday July 28,2023. The purchase order(s) are subject to the approval of the NYS Comptroller.

Method of Award

One or more purchase order(s) will be awarded to the lowest dollar cost, responsible bidder(s) determined to be in compliance with this RFB and specifications. Lowest dollar cost is defined as the lowest Grand Total Cost of all estimated services to be performed, as indicated by bidders in the Exhibit A/Pricing Sheet. The term “contract” as used in this RFB shall mean this solicitation, the awarded bidder’s proposal, as accepted by UCS, and any resulting purchase order(s) as approved by OSC.

IV. PRICING

Pricing

All pricing submitted pursuant to the solicitation shall be net f.o.b. destination unless otherwise expressly specified herein. Pricing must include any service or other administrative charges. UCS is NYS tax exempt.

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(s) shall be solely responsible for all costs and expenses incurred in connection with the performance of such services.

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 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.

Payment

The Awarded Contractor(s) must provide a master bill for all charges by email to Joseph Baccellieri at jbaccell@nycourts.gov. Payment will be made by direct bill with payment due thirty (30) business days, not including legal holidays, from receipt of approved invoice. No payment or deposit of any kind will be made in advance of room rental. UCS will not consider any bid responses that require advance payment or a deposit or a separate booking agreement. In the event of late payment by UCS, Awarded Contractor shall be entitled to interest as specified in Article XI-A of the State Finance Law.

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 specifications, so that UCS can utilize the goods/services for its intended purpose.

V. SCOPE OF WORK

1. Statement of Work Overview

Awarded Contractor(s) shall provide lodging and other services and amenities as set forth below.

Awarded Contractor(s) shall hold the guest room block exclusively for the UCS, subject to the right of UCS to reduce the total number of room nights as provided in section 5, below.

1. Lodging Dates Calendar

Up to One Hundred Fifteen (115) single occupancy rooms are required for each of the following dates. Unless otherwise specified, all check-in dates are Sundays and check-out dates are Fridays:

Check-in dates (Afternoon arrival)	Check-out dates (Morning departure)	Number of nights
Monday, 04/03/2023	04/07/2023	4
04/09/2023	04/14/2023	5
04/16/2023	04/21/2023	5
04/23/2023	04/28/2023	5
04/30/2023	05/05/2023	5
05/07/2023	05/12/2023	5
05/14/2023	05/19/2023	5
05/21/2023	05/26/2023	5
Monday, 05/29/2023 (Memorial Day)	06/02/2023	4
06/04/2023	06/09/2023	5
06/11/2023	06/16/2023	5
Monday, 06/19/2023 (Juneteenth)	06/23/2023	4
06/25/2023	06/30/2023	5
07/02/2023 & Tuesday 07/04/2023 (No Monday)	07/07/2023	4
07/09/2023	07/14/2023	5
07/16/2023	07/21/2023	5
07/23/2023	07/28/2023	5
TOTAL NIGHTS		81

2. Required Guest Room Amenities

All rooms must include the following without any additional charges, fees, or taxes:

- Independent climate control
- Microwave
- Refrigerator
- Iron
- Hair Dryer
- Internet Access in each room. (Wi-Fi or Ethernet Connection)

3. Guest Room Services

Lodging services must include the following without any additional charges, fees, or taxes:

- Hot Breakfast
- Housekeeping daily
- Fresh linens twice per week, Monday through Friday
- Fresh towels daily

4. Facility Amenities

Facility must include the following amenities onsite without any additional charges, fees, or taxes:

- Fitness Center (Treadmill)
- Business Center (Computer access with printer)
- Laundry Facility (Washer & Dryer)
- Free Parking

5. Additional Requirements

Facility Program Coordination

Awarded Contractor(s) shall designate one professional from the Facility's staff as a 24-hour point-of-contact to handle any issues that may arise.

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 Facility meets all the requirements stated in the general and detailed specifications.

Post-Award Site Visit(s)

The UCS/OCA reserves the right to conduct one or more site visits to the awarded contractor's Facility during the term of the lodging to ensure that the quality of services and the physical condition of the Facility shall be the same or better at the time of performance as at the date of award.

Awarded Contractor(s) shall provide UCS 24-hour access for the Academy staff to conduct room checks and inspections.

Right of Cancellation

The UCS/OCA reserves the right, at any time, to terminate an awarded purchase order and cancel the booking and use of the Facility, in whole or in part, without the imposition of cancellation fees or any other liability, if the Facility is not in material compliance with the requirements and specifications set forth herein.

Right of Room Reduction

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

6. Invoicing

6.1 Awarded contractor shall submit true and accurate invoices to: Joseph Baccellieri
jbaccell@nycourts.gov

6.2 Each invoice shall include.

- Vendor name.
- Name of UCS Agency that ordered the goods or services.
- Description of goods or services requesting payment for (may be in narrative or code values format).
- Quantity of goods, property, or services delivered or rendered; and
- Amount requested

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), including a description of its capability to produce and deliver similar quantities of materials or services required hereunder on an as-needed basis.

2. 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 services at any time during the past three (3) years.

3. Intentionally Deleted.

4. Bidder Contact Information

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

5. Additional Documents/Materials

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, must be downloaded or printed from the UCS Contract & Procurement website under “Addenda” for the appropriate solicitation and are incorporated and made a part of this RFB.

2. Attachment III - Vendor Responsibility Questionnaire

The 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 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 bid 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 below 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 place a checkmark in 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 (<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_LANDINGPAGE.GBL?&.

4. Electronic Payments

Vendors not currently receiving electronic payments, and who wish to do so, should 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 Requirement."

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 Bid Proposals

Bid Proposals must be clearly addressed and submitted to:

Jean M. Bruno
NYS Unified Court System
Office of Court Administration
20 Corporate Circle
Albany, NY 12203

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

Deliver immediately to Jean M. Bruno
Sealed bid - Do not open
RFB#OCA-DFM-278 due Wednesday, December 14,2022 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 bid proposals must be received by the above-named OCA-designated person by Wednesday, December 14,2022 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 to meet the deadline.

B. SUBMISSION OF ELECTRONIC (EMAIL) BID PROPOSALS

In addition to the Bid Submission Procedures contained in sub-article A, above, bidders may submit bid proposals electronically to: DFM-Bids@nycourts.gov. The email subject line must state: "Bid Proposal – OCA-DFM-278" and per subsection (b) below, indicate the email sequence number, as appropriate.

Bid proposals submitted electronically must meet all requirements set forth in the bid for proposals submitted by mail, including, but not limited to, delivery on or before the Bid Submission Deadline Date and completion of required acknowledgments.

Additionally, electronically submitted bid proposals must conform to the following requirements:

- (a) All bid proposal documents must be in "PDF" searchable format.
- (b) The size limitation for individual emails is 25MB (megabytes) per email (including message plus attachments). If documents cannot be grouped within

one .zip file and/or one email so as to conform to the 25MB size limit, bidders may transmit bid proposals in multiple emails, in which case, each email must be labeled "Email X of X" (e.g., "Email 1 of 3").

- (c) Notwithstanding the number of emails submitted, all bid proposal emails must be submitted on the same date.

Bidders who submit a bid proposal electronically will receive a reply email confirming the date and time of receipt of their submission. Bidders are advised to notify Jean Bruno at jmbruno1@nycourts.gov if they have not received an email response within one (1) business day after submission of their bid proposal.

Bidder Confidential/Proprietary Information

If applicable, bidders should specifically identify those portions of the bid 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 bid proposal.

No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Jean M. Bruno, 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-DFM-278. No-bid letters may be sent by email to jmbruno1@nycourts.gov. Please indicate in "Subject" field: RFB# OCA-DFM-278 – No-Bid.

Questions

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

Jean M. Bruno, Principal Court Analyst
Email: jmbruno1@nycourts.gov

Please indicate in "Subject" field: "RFB# OCA-DFM-278 - Question(s)."

The deadline to submit questions is Tuesday, November 22, 2022. A written response to all submitted questions in the form of a Questions & Answers (Q&A) sheet will be posted on the UCS website at www.nycourts.gov/admin/bids under RFB# OCA-DFM-278.

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/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.

Pre-Bid Conference

A pre-bid conference will not be held.

C. BID OPENING

Bid openings are open to the public and anyone may attend. The bid opening for this RFB/RFP will be virtual. Any bidder or member of the public who wishes to participate in the virtual bid opening must RSVP via email to Jean Bruno at jmbruno1@nycourts.gov not later than Wednesday, December 14, 2022 at 3:00 PM. A reply email containing a Microsoft Teams invitation link will be sent to participating bidders or members of the public prior to the bid opening date. The invitation will include a telephone call-in number to enable audio-only participation.

VIII. GENERAL BID PROVISIONS

Online RFB/RFP Package: Disclaimer

Bidders accessing any UCS/OCA solicitations and related documents from the 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 requests a withdrawal of its bid proposal in writing and such withdrawal is accepted by UCS/OCA in its sole discretion in accordance with applicable law, 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(s) must accept all requests for services placed by UCS during the term of an awarded contract.

Rejected and Unacceptable Bid 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 bid 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.

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 bidder that is the next lowest cost responsible and responsive bidder 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” as well as any other criteria necessary and reasonable to establish the bidder’s responsibility.

Clarification/Correction of Bid 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.

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(s) 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(s) will be the prime contractor and will be responsible for all services required by this RFB/RFP. The UCS will communicate only with Awarded Contractor(s) and the Awarded Contractor(s) shall remain wholly liable for the performance by and payment to any such subcontractors, their employees, agents, consultants, or representatives. Subcontractor(s) may be required to provide evidence of insurance, as applicable, 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(s) 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/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 Awarded Contractor(s) is an employee of the UCS, OCA or State of New York. The Awarded Contractor(s) 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(s) 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(s) 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 RFB; (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.

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 under this RFB 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

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 under this RFB, 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 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 Requirement

Awarded Contractor shall be required to maintain during the term of the contract awarded pursuant to this RFB, 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-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
4 ESP Suite 2001 – 19th Floor
Albany, NY 12223

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, \$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

Do not alter this Pricing Sheet in any manner. Any changes, deletions, or additions to the Pricing Sheet may result in rejection of the bid response.

Rates must be quoted on a per unit/room basis.

All rates must be inclusive of any service and administrative charges. UCS is NYS tax exempt.

When bidder does not charge for any specified item, it shall indicate “N/C” or “No charge” on the appropriate line. The UCS will not pay for any charges that are not included in bidder’s rate.

In case of bidder’s mathematical error, rate per room will prevail.

Bids must be for a minimum of twenty (20) rooms at a single location, up to a maximum of One Hundred Fifteen (115) rooms and must be for all Eighty-One (81) nights of required lodging.

Rate per Room	# of Rooms	Nights	Total Cost for Lodging
\$ _____	x _____	X 81	= \$ _____

Facility Name:	
Authorized Officer’s Name and Title:	
Signature:	Date: