

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 GRANTS, CONTRACTS & PROCUREMENT
 2500 POND VIEW, SUITE 104
 CASTLETON-ON-HUDSON, NY 12033

Direct Inquiries to: Courtney Sim
 E-mail: CSim@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-DGCP-053	Commodity Group: UCS Facilities
Opening Date: 12/12/2025 Time: 2:00PM Eastern Issue Date: 10/28/2025	Commodity Name: UCS Indoor Flag and Flagpole Sets

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 MAY BE REJECTED.**

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

BIDS MUST BE SIGNED

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

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BIDDER'S RESPONSE DOCUMENT ENCLOSURE CHECKLIST (2 pages)

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

The following items must be fully completed and executed and included in bidder's response. Please only include the responsive pages as directed below.

- Pricing Sheet: Exhibit A/Pricing Sheet
- RFB Cover Page: UCS Request for Bid/Proposal Form (rfb1.frm)

Attachment I - Standard Request for Bid Clauses & Forms

- p.3 - Non-Collusive Bidding Certificate
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Attachment II - Not Applicable

Attachment III - Vendor Responsibility

- Vendor Responsibility Questionnaire: Instructions page, and (choose one filing option below)
- 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.
- Proprietary information in separate folder from bid response, if applicable
- Signed two-page Bidder's Document Enclosure Checklist (this page)

In addition, bidder shall provide:

- Bidder's contact information (Item 5, below)
- Bidder's Authorized Signatory Verification (Item 6, below)
- Narrative Description – Organizational Experience/Capacity
- Samples of Bidders Commodity Offerings
- 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 Bids (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. Bidder Authorized Signatory 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 indoor flags and flagpole sets, as well as related individual set replacement items, for UCS statewide courtrooms and offices, as described herein:

Lot 1: United States (US) Flags & Flagpole Sets and Individual Replacement Items

Lot 2: New York State (NYS) Flags & Flagpole Sets and Individual Replacement Items

Statewide uniformity of current courtroom flag presentation is preferred and described herein. See Exhibit C - Photos.

UCS anticipates the following annual estimated quantities during the awarded contract’s initial term:

Lot 1 - US Indoor Flags & Flagpole Sets

Year 1: One Hundred (100)

Year 2: One Hundred (100)

Year 3: One Hundred (100)

Lot 2 - NYS Indoor Flags & Flagpole Sets

Year 1: One Hundred (100)

Year 2: One Hundred (100)

Year 3: One Hundred (100)

**** See EXHIBIT B SCOPE OF WORK for detailed specifications. ****

UCS Designated Contact for Bid

The designated contact for this Request for Bid (RFB) is:

Courtney Sim
CSim@nycourts.gov

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.

Bidder 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:

Courtney Sim
CSim@nycourts.gov

Please indicate in "Subject" field: "QUESTIONS - RFB# OCA-DGCP-053."

The deadline to submit questions for this initial period (also referred to herein as the "Initial Bid Question Due Date") is Friday, November 7, 2025 at 2:00PM Eastern. 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-DGCP-053.

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 Friday, November 21, 2025 at 2:00PM Eastern. A Final Q&A will be posted on the UCS website at www.nycourts.gov/admin/bids, Current Solicitations, RFB# OCA-DGCP-053 shortly thereafter.

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

Key Bid Dates

EVENT	DATE
Bid Issue Date*	<i>Tuesday, October 28, 2025</i>
Initial Question Due Date	<i>Friday, November 7, 2025 at 2:00PM Eastern</i>
Final Question Due Date	<i>Friday, November 21, 2025 at 2:00PM Eastern</i>
Bid Submission Deadline Date	<i>Friday, December 12, 2025 at 2:00PM Eastern</i>
Estimated Contract Start Date	<i>February 2, 2026</i>

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

II. MINIMUM QUALIFICATIONS

UCS will consider proposals submitted by entities that demonstrate a minimum of three (3) years' experience in the provision of similar goods or services required under this solicitation.

III. AWARD

Term of Award

A single estimated quantity term contract ("Contract") will be awarded to the successful bidder ("Awarded Contractor") for each Lot, as specified in the Exhibit A/Pricing Sheet, for an Initial Term of three (3) years ("Initial Term"). The Contract is expected to commence on or about February 2, 2026. OCA reserves the right to renew such Contract for two (2) 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 awarded contract will be five (5) years.

The Contract, renewals and extension thereof are subject to the approval of the NYS Attorney General and the NYS Comptroller.

Method of Award

A single contract will be awarded to the lowest dollar cost, responsible bidder (defined hereinafter in §VIII. GENERAL BID REQUIREMENTS) in each Lot specified below, 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 for the Initial Term, as indicated by bidders in the Exhibit A/Pricing Sheet.

The Lots are:

Lot 1: United States (US) Indoor Flags & Flagpole Sets and Individual Replacement Items

Lot 2: New York State (NYS) Indoor Flags & Flagpole Sets and Individual Replacement Items

Bidders may submit a response for one (1), or both Lots specified above; provided, bidders must quote a price for all items listed within a Lot.

UCS reserves the right to issue a combined contract to cover an Awarded Contractor who is the lowest dollar cost, responsible bidder for both Lots.

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

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 provision of the goods and services set forth herein. Awarded Contractor shall be solely responsible for all costs and expenses incurred in connection with the provision of such goods and services.

Pricing shall be submitted only on, and in the format prescribed by, Exhibit A/Pricing Sheet. Bidder must quote pricing on a price per unit basis, inclusive of shipping and handling, 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.

Bidders should indicate "No Bid" on the Bid Response Form for any Lot(s) that they choose not to submit a bid. In the event a bidder leaves the Bid Response Form for a Lot blank, it will be interpreted as a "No Bid" for such Group.

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

B. Awarded Contractor's Bid Submission Pricing

Awarded Contractor's Exhibit A / Pricing 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 Not Seasonally Adjusted (NSA) US Cities Average, All Items* ("CPI-U") as of the third month prior to the commencement date of each such Renewal Term, over the CPI-U 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.

CPI-U Percentage Change Formula: CPI-U Index less Previous Index equals Index Point Change; Index Point Change divided by Previous CPI-U Index equals Result; Result multiplied by 100 equals CPI-U Percentage Change.

D. Awarded Contractor Payments

Awarded Contractor shall send true and accurate invoices for envelope orders 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 for detailed specifications. ****

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

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

1. Narrative Description - Organizational Experience/Capacity

A narrative which demonstrates bidder’s capacity and experience to meet the minimum qualifications listed in Article II, above (Minimum Bidder 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. 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. Samples of Bidders Commodity Offerings

Bidder shall submit samples of all Lot items it proposes to meet the commodity requirements outlines in II. Material Specifications below. Upon approval of any awarded contract(s), UCS shall return the samples to any bidders that provide shipping labels for that purpose.

5. References

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/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_LANDI_NGPAGE.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**

Packaging, Identifying and Delivering of Bids/Proposals

Vendors must submit their bids by hand delivery or mail and must include the original complete proposal and one (1) hard copy of the original complete proposal. Proposals will not be accepted electronically or by fax.

Bids/Proposals must be clearly addressed and submitted to:

**NYS Unified Court System
Division of Grants, Contracts & Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, NY 12033
Attn: Courtney Sim**

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

Deliver immediately to Courtney Sim
Sealed bid - Do not open
RFB# OCA-DGCP-053 due Friday, December 12, 2025

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 Friday, December 12, 2025 at 2:00PM (Eastern Time) (the “Bid Submission Deadline Date”). Any bid/proposal received after this deadline will be declared a late bid and may be disqualified. Notwithstanding the foregoing, a late bid may be accepted by UCS in its sole discretion if: (i) an insufficient number of timely bids meeting the requirements of this RFB are received; or (ii) the bidder has satisfactorily demonstrated to UCS that the late bid was caused solely by factors outside the control of the bidder. However, in no event shall UCS be obligated to accept a late bid, and in making such determination, UCS will consider whether accepting a late bid would materially benefit or disadvantage a particular bidder. 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: Courtney Sim 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-DGCP-053. No-bid letters may be sent by email to Courtney Sim, CSim@nycourts.gov. Please indicate in "Subject" field: RFB# OCA-DGCP-053–No-Bid.

VIII. GENERAL BID REQUIREMENTS

Online RFB/RFP Package: Disclaimer

Bidders accessing any UCS/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 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 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 with the next highest evaluation score 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 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 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 printing facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate court personnel.

Access to Court Facilities

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

Subcontracting

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

The Awarded Contractor will be the prime contractor and will be responsible for all services required by this RFB/RFP. 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.

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 successful bidder 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 services under the contract resulting from this RFB/RFP.

Independent Contractor Status

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

Indemnity

Awarded Contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney's fees and the cost of legal defense) which UCS may

incur by reason of: (i) Awarded Contractor's breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of Awarded Contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) Awarded Contractor's performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

Confidentiality and Data Security

Awarded Contractor acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the Awarded Contractor by the court, 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 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. 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.
1. 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.

2. 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/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/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, Contractor acknowledges and agrees that UCS shall have the option: (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, 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's 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
Contracts & Procurement Unit
4ESP 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.

RFB #OCA-DGCP-053
UCS Indoor Flags and Flagpole Sets

BID ISSUANCE DATE: Tuesday, October 28, 2025
BID DUE DATE AND TIME: Friday, December 12, 2025
at 2:00PM Eastern

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EXHIBIT A/PRICING SHEET

See Excel file.

EXHIBIT B
SCOPE OF WORK

I. Administration, Communication, and Orders

1.1 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 their orders, invoicing, etc. Upon award notification, Awarded Contractor(s) will provide an e-mail address for this purpose. Should the primary contact change during the contract term, the Awarded Contractor(s) shall provide UCS with updated contact information as soon as practicable.

1.2 UCS Contact Information

During the term of the awarded contract, the Awarded Contractor shall have the following OCA Contacts:

1.2.1 Contract Administration:

Frank Woods
Director
Division of Grants, Contracts & Procurement
Contracts@nycourts.gov

1.2.2 Orders, Technical and Product Services:

Shawn Waterman
Director
Division of Court Facilities Planning
SWaterma@nycourts.gov

1.3 Orders

- (i.) The Division of Court Facilities Planning will utilize a purchase order to place orders via email on an as-needed basis. Awarded Contractor shall take no action on production without express written instruction from OCA.
- (ii.) Upon receipt of purchase order, Awarded Contractor shall communicate to the Division of Court Facilities Planning an estimated delivery date for the order.
- (iii.) Delivery schedule of partial orders, if requested, will be determined between UCS and the Awarded Contractor.

1.4 UCS Shipping Address

Unless otherwise specified on a purchase order, the UCS shipping address shall be:

25 Beaver Street
New York, NY 10004

II. Material Specifications

During the term of the contract, the Awarded Contractor(s) shall deliver the commodities described herein:

2.1 Indoor Flag Specifications

2.1.2 United States (US):

- (i.) Size: Height - Three Feet (3') x Width: Five Feet (5')
- (ii.) Material: Nylon
- (iii.) Pole Hem: Lined, with Leather Tab (to attach flag to flagpole)
- (iv.) Stars: Embroidered
- (v.) Stripes: Sewn
- (vi.) Fringe on three (3) sides: Top Edge, Fly edge, and Bottom Edge. Fringe Color: Gold. Fringe Length: Approx. two inches (2")

2.1.3 New York State (NYS):

- (i.) Size: Height - Three Feet (3') x Width: Five Feet (5')
- (ii.) Material: Nylon
- (iii.) Pole Hem: Lined, with Leather Tab (to attach flag to flagpole)
- (iv.) State of New York State design, with "Excelsior" printed above "E pluribus unum" on the scroll.
- (v.) Fringe on three (3) sides: Top Edge, Fly edge, and Bottom Edge. Fringe Color: Gold. Fringe Length: Approx. two inches (2")

2.2 Indoor Flagpole Specifications for both US and NYS Flags:

- (i.) Material: Oak. Finish: Dark Oak
- (ii.) Height: Seven Feet (7') with brass top, pre-drilled to accommodate screw-in flag topper. Width: One and one-quarter inch (1-1/4")
- (iii.) Pole Assembly: Two-piece, pre-drilled with brass joint, with a screw for mounting flag and an eyelet for cord & tassels.

- (iv.) Cord & Tassels: - Cord Length: Approximately Eight Feet (8') with five-inch (5") Tassels. Color: Gold, to match fringe on flag.

2.3 Pole Topper Specifications:

2.3.1 US:

- (i.) Material: Metal. Color: Gold-plated.
- (ii.) Design: Perched Eagle on sphere. Size: Height - Six inches (6") x Wing-span – (approximately six and one-half inches (6-1/2") at widest point).
Note – A separate approximately one-inch (1") metal gold-plated joint brings pole topper total height to approximately seven inches (7") total.
- (iii.) Topper Assembly: Screws into pre-drilled hole at flagpole top.

2.3.2 NYS:

- (i.) Material: Metal. Color: Gold-plated.
- (ii.) Design: Spear. Size: Height - Five inches (5")
- (iii.) Topper Assembly: Screws into pre-drilled hole at flagpole top.

2.4 Weighted Indoor Floor Stand Base for 7' x 1-1/4" Flagpole for both UC and NYS Flags:

- (i.) Material: ABS Plastic. Color: Metallic Gold
- (ii.) Weighted
- (iii.) Felt-lined bottom
- (iv.) Diameter: (approximately) eleven and three-quarter inches (11-3/4")

2.5 Flag Spreader for Indoor Three Feet (3') x Five Feet (5') indoor flag

- (i.) Metal. Color: Gold.
- (ii.) Two (2) 18" arms that fully adjust/expand to 36"
- (iii.) No-slide clip-on to fit a 1-1/4" indoor flagpole
- (iv.) Rotatable clips

III – Lots

During the term of the awarded contract, the UCS shall place orders by Lot for the items below (utilizing the paragraph numbers set forth in II. Material Specifications above). Pricing for Lot items shall be set forth in the Exhibit A Pricing Sheet:

Item A in each Lot shall be a complete “set” including a flag, flagpole, pole topper, floor stand base **and** flag spreader. Awarded Contractor shall package the items in each set together in one (1) box (i.e. one set per box). Awarded Contractor may ship multiple sets in one larger box to reduce shipping costs.

Item B in each Lot shall be a flag only.

Item C in each Lot shall be a pole topper only.

Lot 1: United States (US) Complete Indoor Flags & Flagpole Set and Individual Replacement Items

Lot 1, Item A: US Complete Indoor Flag & Flagpole Set inclusive of the following items:

(2.1.2) 3’ x 5’ US Indoor Flag, (2.2) 7’ Indoor Flagpole, (2.3.1) US Pole Topper (Eagle),
(2.4) Weighted Floor Stand Base **and** (2.5) - Flag Spreader

Lot 1, Item B: (2.1.2) 3’ x 5’ US Indoor Flag only

Lot 1, Item C: (2.3.1) US Pole Topper (Eagle) only

Lot 2: New York State (NYS) Indoor Flags & Flagpole Set and Individual Replacement Items

Lot 2, Item A: NYS Complete Indoor Flag & Flagpole Set inclusive of the following items:

(2.1.3) 3’ x 5’ NYS Indoor Flag, (2.2) 7’ Indoor Flagpole, (2.3.2) NYS Pole Topper (Spear), (2.4) Weighted Floor Stand Base **and** (2.5) - Flag Spreader

Lot 2, Item B: (2.1.2) 3’ x 5’ NYS Indoor Flag only

Lot 2, Item C: (2.3.1) NYS Pole Topper (Spear) only