

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  
 ADDRESS

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.

<b>Bid Number:</b> RFB# OCA-8JD/Equipment Maintenance	<b>Commodity Group:</b> 8 <sup>th</sup> Judicial District
<b>Issue Date: December 9, 2025</b> <b>Due Date and Time: January 6, 2026 at 2:00PM</b>	<b>Commodity Name:</b> Equipment Maintenance

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

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

**NOTICE TO BIDDERS**

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed bids for furnishing the item(s) in this Request for Bid will be received at the above address. When submitting a bid, you must:

1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your bid deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.

5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS WILL BE REJECTED.**

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

**BIDS MUST BE SIGNED**

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

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

## 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)
- Certificates of NYS Workers' Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see "Insurance Requirements", in General Specifications section 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
- 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
- Staff Resumes
- Disaster Recovery Program Description
- List of (3) References (names, contacts, addresses, phone numbers, emails)

**IMPORTANT:**

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

**5. Bidder Contact Information**

Bidder’s Primary Contact for Bid Matters:

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

**6. Bidder Authorized Signatory Verification:**

<b>Authorized representative of Bidder must complete and sign below to verify submission of all documents required per the Document Enclosure Checklist:</b>	
COMPANY NAME:	
AUTHORIZED OFFICER’S NAME AND TITLE:	
SIGNATURE:	DATE:

## I. OVERVIEW

### Purpose and Scope

The New York State (hereinafter “NYS”) Unified Court System (hereinafter “UCS”) 8JD Administrative Office (hereafter “8JD”) is soliciting sealed bid proposals for the purpose of establishing unlimited on-site maintenance/repair services on various pieces of automation equipment (hereafter, equipment and described in the Detailed Specifications below) for courts and related agencies in eight (8) counties located within the 8JD (see Locations and Map of NYS Judicial Districts, Exhibit D & Exhibit E respectively).

The contractor will provide on-site maintenance/repair service for all covered equipment during the 8JD's business hours, (hours depend on specific locations), Monday through Friday (except the following holidays: New Year’s Day, Martin Luther King, Jr. Day, Lincoln’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran’s Day, Thanksgiving Day, Christmas Day), and must respond to requests for service within the time periods listed in the services requirements section contained herein.

A current (September 2025) equipment inventory (Exhibit C) is provided for informational purposes only and is intended to provide the bidder with the types of equipment that might be covered under an awarded contract.

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

### UCS Designated Contact for Bid

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

Courney Sim  
[csim@nycourts.gov](mailto: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

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](mailto:csim@nycourts.gov)

Please indicate in "Subject" field: “QUESTIONS - RFB# OCA/8JD Equipment Maintenance”

The deadline to submit questions for this initial period (also referred to herein as the “Initial Bid Question Due Date”) is Monday, November 3, 2025 at 5:00 PM EST. 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](http://www.nycourts.gov/admin/bids) , Current Solicitations, RFB# OCA 8JD/Equipment Maintenance.

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

**Pre-Bid Conference**

There is no pre-bid conference for this RFB.

**Key Bid Dates**

EVENT	DATE
<b>Bid Issue Date*</b>	Tuesday, December 9, 2025
<b>Bid Question Due Date</b>	Friday, December 19, 2026 at 2:00PM
<b>Bid Submission Deadline Date</b>	January 6, 2026 at 2:00PM
<b>Estimated Contract Start Date</b>	March 1, 2026

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

**II. MINIMUM BIDDER QUALIFICATIONS AND REQUIREMENTS**

**Minimum Qualifications**

1. Bidder must have a minimum of three (3) years’ experience in providing the services required under this RFB. Bidder must have Dell and HP Certified warranty providers on staff.
2. No bid will be considered unless the bidder can provide trained personnel qualified to perform the services included in this solicitation who are available to perform services within the service requirement time frames detailed in Exhibit B Scope of Work.

**Mandatory Requirements**

1. Bidders must have the capacity to replace equipment within 24 hours of initial request to replace.
2. Equipment replaced under the awarded contract must be brand new, not refurbished

- equipment.  
3.

### **III. AWARD**

#### **Term of Award**

A single estimated quantity term contract (“Contract”) will be awarded to the successful bidder (“Awarded Contractor”) for an Initial Term of three (3) years (“Initial Term”). The Contract is expected to commence on or about March 1, 2026. 8JD 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 including pricing.

8JD 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 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.

#### **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 bidder who, in the sole discretion of UCS and based upon the information supplied in the bidder’s bid response document, best suits the needs of the district and has been in business the longest.

#### **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 all parts, labor, and travel, 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.

Bidder must enter a cost or "No Charge" or "N/C" for each category of pricing presented on the form; the 8JD will assume that any line left blank is "No Charge"/"No Cost".

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

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

Awarded Contractor's bid submission will establish contract pricing, which shall remain unchanged during the awarded contract's Initial Term.

### **C. Awarded Contractor Payments**

Ten days prior to the start of a quarter, the Awarded Contractor shall send by email to such person or email address as 8JD shall designate, true and accurate quarterly, in-advance equipment summary invoices which reflect the entire amount due for the district for the upcoming quarter by email to such person or email address as UCS/OCA shall designate. For example, for the January-March quarter, the Awarded contractor shall email the summary invoice no later than December 20<sup>th</sup>.

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.

Failure to respond to service calls within the specified time periods may, at the discretion of the 8JD, result in a twenty percent (20%) reduction of the invoiced yearly base charge of the unit involved in a service call for each day that the vendor remains out of compliance. If the contractor is not in full compliance with the terms of this contract when payment is due, payment may not be

submitted until all service calls are deemed “In Compliance” by the 8JD Automation Unit staff. No interest is to be charged (and will not be paid) for any delay in payment as a result of contractor's lack of compliance with the contract.

**D. Awarded Contractor Required Reporting**

The awarded contractor shall provide to such person or email address as 8JD shall designate a quarterly report on the number of service calls/emails received by category type from the 8JD locations. This report shall be submitted each quarter with the summary invoice.

**V. SCOPE OF WORK**

\*\*\* SEE EXHIBIT B SCOPE OF WORK\*\*\*

**VI. BID RESPONSE DOCUMENTS**

**General Requirements**

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

*Bidders must submit every document listed in sections A and B, below. Failure to provide all documents in the manner required – including the number of requested copies - may result in disqualification of a bid response. 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**

**a. 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.

Resumes must be submitted for all staff who will provide the services listed in Exhibit B Scope of Work.

## 2. **Bidder Contact Information**

Bidder shall designate, where specified in section 5 on page two (2) of the two-page Document Enclosure Checklist, a person as primary contact for all questions OCA may have regarding bidder's bid response.

## 3. **Bidder Verification**

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

## 4. **References**

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.

### A. **NYS BID FORMS**

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

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

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

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

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

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

Identification Number.) For VendRep System assistance, contact the Office of the State Comptroller(s) Help Desk at 866-370-4672 or 518-408-4672 or by email at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us).

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the 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](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

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

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

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

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

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

**4. Electronic Payments**

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](mailto:helpdesk@sfs.ny.gov) or 1-877-737-4185.

**5. Proof of Insurance**

Bidder must provide together with its bid response all documentation required pursuant to Article IX, “Insurance Requirement.”

**B. 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**

Bids/Proposals must be clearly addressed and submitted to:

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

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

“Deliver immediately”  
“Sealed bid – DO NOT OPEN”  
RFB# OCA 8JD/Equipment Maintenance due January 6, 2026 at 2:00PM

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 January 6, 2026 at 2:00PM at the latest or bids will be declared late bids and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

**Bid Submission Deadline**

The bid opening is January 6, 2026, at 2:00PM EST. at the agency listed on the Request for Bid form. Bids must be received, and date stamped in by the required date and time. It is the bidder's responsibility to ensure that bids are received by the bid opening team by 2:00pm EST. Any bids received after the required date and time will be not accepted. No exceptions (i.e. postmarks, mail problems, weather, etc.) will be made to this rule. Bidders are welcome to attend the bid opening.

**IMPORTANT:** Please ensure all required documentation as stated on the Document Enclosure Checklist are attached. Failure to return any required forms or documents referenced in this solicitation may result in the rejection of bidder's response.

**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 email address, should they decide not to answer this solicitation. The email Subject line shall be clearly marked as follows: RFB# OCA 8JD/Equipment Maintenance. No-bid letters may be sent by email to Courtney Sim at [csim@nycourts.gov](mailto:csim@nycourts.gov). Please indicate in "Subject" field: RFB#OCA 8JD/Equipment Maintenance – 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](http://www.nycourts.gov/admin/bids) under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation & bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

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

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

### **Estimated Quantities**

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

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

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

UCS also reserves the right to reject any bidder: (i) whose facilities and/or resources are, in the opinion of OCA, inadequate, 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.

**EXHIBIT A/PRICING SHEET**

See Excel file.

## EXHIBIT B SCOPE OF WORK

### I. General Requirements

#### 1.1 Court and Agency Personnel

Except where noted as an option by 8JD personnel, **under no circumstances** shall any personnel employed by the courts and agencies of the 8JD, or buildings and grounds staff, perform, or assist in the performance of, any of the services required of the contractor. Awarded Contractor shall at all times be responsible for assigning an adequate number of qualified personnel for the services prescribed by the RFB and subsequent contract.

#### 1.2 Awarded Contractor Contact

Awarded Contractor shall designate a Project Manager who will be the key contact for the 8JD courts and related offices for the term of the awarded contract.

#### 1.3 Disaster Recovery

Awarded Contractor must, maintain and employ a disaster recovery plan providing specifically for no-cost (to 8JD) restoration services for any 8JD property damage occurring in connection with any damage to 8JD equipment as a result of providing services hereunder. Such disaster recovery plan must remain in place during the term, and any renewal/extension term, of the awarded contract. Restoration is defined as either restoring property to its original condition or replacing said property.

### II. Technical Specifications

#### 2.1 CURRENT EQUIPMENT INVENTORY:

An inventory of current equipment and software is provided in Exhibit C. That inventory is similar to what the vendor could reasonably expect to be covered at the initiation of the contract. It is provided for informational purposes only.

PLEASE NOTE: THE SPECIFIC EQUIPMENT CATEGORIZATION IS FOR SIMPLIFICATION OF BIDDING AND PRICING ONLY. IT IN NO WAY IS INTENDED AS A LIMITATION ON MAKES OR MODELS OF EQUIPMENT THAT CAN BE COVERED UNDER THIS CONTRACT.

NOTE:

Mileage costs are to be incorporated in the price of the bid maintenance on each category. Additional allowance for mileage costs will not be allowed under any circumstances and will automatically remove a bid from consideration.

#### 2.2 SCOPE OF SERVICES TO BE PROVIDED

## ESTABLISHMENT OF AGREEMENT FOR PROVISION OF MAINTENANCE SERVICES

- 2.2.1 Vendor shall provide on-site full-service maintenance of all covered system components.
- 2.2.2 The 8JD reserves the right to remove any and all covered equipment from this contract at any time if it is determined to be in the best interest of the State to do so.
- 2.2.3 The 8JD reserves the right to add equipment to the awarded contract at any time and certifies that, to the best of its knowledge, any items added to this maintenance contract are in full working order at the point that they are added to the contract.
- 2.2.4 The vendor will be notified no less than 5 days prior to the addition of an item to this maintenance contract. If the vendor wishes, vendor may (at the vendor's expense) travel to and inspect any items to be added to the contract. If an inspection is not completed within the 5-day period, the vendor may not reject the addition of an item to the contract.
- 2.2.5 The 8JD reserves the right to make desired modifications to covered network backbone and software. The 8JD certifies that any modifications shall be in full working order, and those modifications shall automatically become part of the covered network backbone.
- 2.2.6 All replacement hardware/network backbone items must be approved by the 8JD Help Desk prior to final acceptance (this does not relieve the vendor of time requirements for the provision of replacement equipment).

**2.3 HARDWARD EQUIPMENT MAINTENANCE REQUIREMENTS**

- 2.3.1 All network hardware included in Exhibit C (or added at a later time according to the terms described above in the TECHNICAL SPECIFICATIONS) is to be provided with full on-site maintenance service coverage.
- 2.3.2 The vendor will repair or replace any and all materials that are malfunctioning due to any cause other than intentional misuse by court employees. The vendor will not be responsible for repair/replacement of equipment for damage caused by acts of nature or fire. The vendor will, however, be responsible for repair/replacement of equipment for damage caused by power surges, spikes and brownouts of any origin, as long as the damaged equipment was attached to a surge protector.
- 2.3.3 Repairs will be made such that the equipment is fully and satisfactorily operable at the site. Any replacement equipment must be of comparable, or greater capability, and value.
- 2.3.4 The equipment must be repaired and configured (all network and operating system software installed and fully operable) as was the original condition of the equipment prior to the occurrence of the service problem. Replacement hard drives must be replaced with hard drives of an equal or greater size than that of the hard drive it is replacing.

**2.4 HARDWARD EQUIPMENT MAINTENANCE CATEGORIES**

The configuration of the covered hardware (and any operating software) will include any of the following categories:

CATEGORY	DESCRIPTION
H1	Microcomputer with Intel Pentium IV or higher compatible microprocessor, PCI and ISA bus compatible with add-in board, up to 8 Gig RAM, floppy drive, hard disk, parallel port(s), serial port(s), mouse port, mouse, USB ports, video graphics card, keyboard, color display(s), optical drive, Ethernet or other type of network interface card(s) as well as any operating system software and any attached peripherals with the exception of those specifically listed in the defined categories.
H2	Laptop microcomputer with a Pentium IV or higher compatible microprocessor with up to 8 Gig RAM, floppy drive, hard disk, sound card with speakers, optical drive, parallel port, serial port, IR port, rechargeable battery and charging device, pointing device, various PCMCIA devices, keyboard, color display(s), as well as any operating system software and any attached peripherals with the exception of those specifically listed in the defined categories.
H3	Microcomputer designed and built as a file server, with up to two Intel Pentium IV, XEON or higher compatible microprocessors, with up to 32 Gig RAM, EISA, PCI, PCI-E 32-bit and 64-bit bus compatible with add-in boards, optical drives, up to 2 drive controllers, hot swappable RAID controller, up to 8 terabytes of hot swappable SCSI hard drives, up to floppy drive, mainboard and all ports, mouse, battery, video graphics card, keyboard, backup tape drive, as well as any operating system software.
H4	Uninterruptible power supply with up to 600-watt capacity and accompanying cables, software configuration and setup.
H5	Uninterruptible power supply with up to 1600-watt capacity and accompanying cables, software configuration and setup.
H6	Uninterruptible power supply with up to 2400-watt capacity and accompanying cables, software configuration and setup.
H7	Uninterruptible power supply with up to 3000-watt capacity and accompanying cables, software configuration and setup.
H8	Okidata ML 380, ML 390, Epson LQ570 or similar dot-matrix printer.
H9	Personal style laser printers (e.g. HP LaserJet 1300, HP LaserJet P1505). Calls that require the replacement of a drum will not incur an additional charge. The court shall provide the toner cartridge.
H10	Workgroup style printer (e.g. HP LaserJet 4250TN, HP LaserJet P3005X). Calls that require the replacement of a drum will not incur an additional charge. The court shall provide the toner cartridge.
H11	Color Laser printer (e.g. HP Color Laser 4650 or similar laser printer). Calls that require the replacement of a drum will not incur an additional charge. The court shall provide the toner cartridge.
H12	Multifunction Printers (e.g. HP M3035, Brother MFC-8890DW, HP M525). Calls that require the replacement of a drum will not incur an additional charge. The court shall provide the toner cartridge.
H13	Computerized cash register receipt printer (similar to Star SP712). Receipt printer category also includes an automatic cash drawer.
H14	Computerized cash register validator (similar to Epson TM-U295).
H15	Personal Scanner (e.g. Kodak ScanMate i1120, Fujitsu ScanSnap S1500, Canon DR-C130)
H16	Sheet-fed Scanner (e.g. Canon DR-3080C II, DR-6010, DR-4010).
H17	Workgroup Scanner (e.g. Canon DR-7080C)
H18	Hewlett Packard Digital Sender model 9100 or better.

H19	Tablet (e.g. Windows Surface Pro 2, Dell Latitude 10 ST2E).
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**2.5 NETWORK BACKBONE MAINTENANCE REQUIREMENTS**

All network cabling, connectors, terminators, wall placements, jacks, 10/100/1000 UTP concentrator wiring and installation, and cable, in place at the beginning of the contract (or later added in compliance with the terms set forth in the TECHNICAL SPECIFICATIONS) may be covered under the terms of the contract. The vendor will repair or replace any and all network connectors, terminators, jacks, cable, etc. that are malfunctioning due to any cause other than intentional misuse by court employees. This will include the replacement of the cabling and/or connectors in the original location at the site. If the vendor needs to replace any network cabling, all replacement cable must meet the specifications of the original cable. Any repairs or additions/replacements to a Category 5e or 6, UTP must meet IEEE (Institute of Electrical and Electronics Engineers) standards. Network backbone repairs will be made such that the materials are fully and satisfactorily operable at the campus network site.

All network cabling, connectors, terminators, wall placements, jacks, 10/100/1000 UTP concentrator wiring and installation, and cable, in place at the beginning of the contract (or later added in compliance with the terms set forth in the TECHNICAL SPECIFICATIONS) may be covered under the terms of the contract. The vendor will repair or replace any and all network connectors, terminators, jacks, cable, etc. that are malfunctioning due to any cause other than intentional misuse by court employees. This will include the replacement of the cabling and/or connectors in the original location at the site. If the vendor needs to replace any network cabling, all replacement cable must meet the specifications of the original cable. Any repairs or additions/replacements to a Category 5e or 6, UTP must meet IEEE (Institute of Electrical and Electronics Engineers) standards. Network backbone repairs will be made such that the materials are fully and satisfactorily operable at the campus network site.

The materials must be repaired to the state of the materials before the service problem occurred.

**2.6 NETWORK BACKBONE MAINTENANCE CATEGORIES**

Network backbone configurations will be arranged according to the following categories:

CATEGORY	DESCRIPTION
B1	Twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) up to 48 nodes.
B2	Twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 49 to 96 nodes.
B3	Twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 97 to 288 nodes.
B4	Twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 289 to 480 nodes.
B5	Twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 481 to 1000 nodes.
B6	Twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 1001 to 2000 nodes.

**2.7 DESCRIPTION OF SERVICE REQUIREMENTS AND PERFORMANCE COMPLIANCE**

2.7.1. Awarded Contractor must at all times deal with any 8JD personnel in a polite and

respectful manner.

2.7.2 Awarded Contractor is to provide a telephone number/email address for the logging of any contractual service calls. The Awarded Contractor is to have staff available to respond to either of these methods of logging calls from 8:00 am through 5:00 pm EST, Monday through Friday.

2.7.3 When a request for maintenance service is made, the Awarded Contractor will be provided with information regarding the computer or network system requiring service. Information to be provided (to the extent possible) includes 8JD Help Desk Call Tracking Number, location and contact name (Building Network Coordinator or designee)/telephone number, affected equipment serial numbers (if applicable), equipment descriptions and a description of the problems experienced. If any of the information listed above is not available, the Awarded Contractor must still accept the call and respond within the time frames detailed below. Missing information can be provided if needed after the call has been completed.

2.7.4 All requests for maintenance service are to be initiated with the Awarded Contractor through the 8JD Help Desk. The Awarded Contractor is to contact the 8JD Help Desk 716-845-2530, or [8jdhelp@nycourts.gov](mailto:8jdhelp@nycourts.gov) to establish a formal request for services any time that the Awarded Contractor receives a problem report directly from a user at any 8JD site.

2.7.5 When the Awarded Contractor receives a request for services, the following steps MUST be followed: The Awarded Contractor must provide the 8JD Help Desk with an estimated time of arrival (ETA) of Awarded Contractor personnel at the site to correct the problem. The Awarded Contractor must provide this ETA within one (1) hour of the call being logged. Regardless of the ETA provided by the Awarded Contractor, the response time requirements identified in Purpose and Scope will apply.

If the Awarded Contractor will be more than one half (½) hour earlier or later than the ETA, the Awarded Contractor must contact the 8JD Help Desk prior to original ETA and provide a new ETA. Regardless of the ETA provided by the Awarded Contractor, the response time requirements identified in Purpose and Scope will apply.

Upon arrival at a 8JD site to provide maintenance services, the Awarded Contractor representative must contact the Building Network Coordinator (or designee) and notify that individual that the Awarded Contractor has arrived and give an overview of the course of maintenance action to be taken. This would include any possible requirement to shut down network or other computer-related operations.

Prior to leaving a 8JD site when providing maintenance services, the Awarded Contractor representative must contact the Chief Clerk of the court or their designee, and provide that individual with information regarding the status of the call. The Awarded Contractor must also call the 8JD Help Desk (the call can be made on a court telephone the Building Network Coordinator will provide a line out) and give the status of the call. The Awarded Contractor must make him/herself available to answer any questions posed by the 8JD Help Desk staff or the Building Network Coordinator. If the Awarded Contractor will have to return to the site at a later time, the 8JD Help Desk must be provided with an ETA.

2.7.6 In the event that any equipment must be removed from a 8JD site for repair, it will be the responsibility of the Awarded Contractor to provide comparable equipment at no additional cost. Such replacement equipment must be in place and operable in a manner which is simultaneous with the removal of the 8JD equipment. It is the responsibility of the Awarded Contractor to ensure that any and all software is installed on the replacement equipment (if applicable - including backing up data/programs from old equipment and installing/restoring on replacement), and that the equipment is fully bootable and operable so that the court staff can continue work using the equipment in a normal manner. The Awarded Contractor is to provide the inventory information (make, model serial number, asset number) in writing for any equipment that is given to the 8JD or removed from their possession. This information should be emailed to [8jdhelp@nycourts.gov](mailto:8jdhelp@nycourts.gov) The Awarded Contractor assumes full responsibility for any damage inflicted on 8JD equipment while in the possession of the Awarded Contractor.

2.7.7 In the event that any hard disk or backup tape fails, the Awarded Contractor is not to remove the hard disk or tape from the site for repair without the express approval of the 8JD Help Desk. If approval is not given, the failed hard disk or tape must be left at the site.

2.7.8 In the event that replacement parts are required, the Awarded Contractor agrees to provide any and all replacement parts required to maintain the equipment in a proper, continuous mode of operation without additional cost to the 8JD.

2.7.9 The Awarded Contractor shall be fully liable for any loss or damage to 8JD equipment resulting from performance of maintenance/repair services by Awarded Contractor or its agents.

2.7.10 The Awarded Contractor must certify that any non-court owned removable media used in the course of repair or maintenance in any Eighth District equipment are virus free.

2.7.11 Awarded Contractor must warrant that the services offered in this bid proposal will be of good workmanship, and that all parts used in the maintenance and repair of any equipment are free from defects, and that no part or parts will be substituted or applied contrary to the manufacturer's recommendations or standard practices.

2.7.12 Awarded Contractor must respond within twenty-four (24) hours of a request for services for all non- fileserver hardware categories. The Awarded Contractor must respond within four (4) hours for a call related to any of the fileserver hardware categories or any of the Network Backbone categories. This response shall result in complete repair of failed equipment or installation of a comparable loaner so that the user(s) can continue working in a normal manner.

**EXHIBIT C**  
**EQUIPMENT INVENTORY**

See excel file.

## **EXHIBIT D**

### **Eighth Judicial District Locations**

Allegany County Courthouse	7 Court Street Belmont, NY 14813-1084
Cattaraugus County Courthouse	303 Court Street Little Valley, NY 14755
Cattaraugus County Courthouse	One Leo Moss Drive Olean, NY 14760
Olean City Court	101 East State Street Olean, NY 14760
Salamanca City Court	225 Wildwood Avenue Salamanca, NY 14779
Chautauqua County Courthouse	3 North Erie Street Mayville, NY 14757-0292
Chautauqua County Courthouse	2 Academy Street Mayville, NY 14757
Dunkirk City Court	342 Central Avenue Dunkirk, NY 14048-2122
Jamestown City Court	200 East 3rd Street Jamestown, NY 14701
Erie County Courthouse	25 Delaware Avenue Buffalo, NY 14202
Erie County Courthouse	92 Franklin Street Buffalo, NY 14202
Buffalo City Court and Erie Supreme	50 Delaware Avenue Buffalo, NY 14202
Erie Supreme Law Library / IT Department	77 West Eagle Street Buffalo, NY 14202
Erie Supreme – Security	110 Franklin Street Buffalo, NY 14202
Lackawanna City Court	714 Ridge Road Lackawanna, NY 14218
Tonawanda City Court	200 Niagara Street Tonawanda, NY 14150
Genesee County Courthouse	1 West Main Street Batavia, NY 14020
Niagara County Courthouse – Niagara Falls	775 Third Street Niagara Falls, NY 14301
Niagara County Courthouse – Lockport	175 Hawley Street Lockport, NY 14094
Niagara Falls City Court	1925 Main Street Niagara Falls, NY 14305
Lockport City Court	One Locks Plaza Lockport, NY 14094
North Tonawanda City Court	216 Payne Ave. North Tonawanda, NY 14120
Orleans County Courthouse	1 South Main Street Albion, NY 14411-1497
Wyoming County Courthouse	147 North Main Street Warsaw, NY 14569

**EXHIBIT E**

# New York State Judicial Districts

[WWW.NYCOURTS.GOV](http://WWW.NYCOURTS.GOV)

