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### DOCUMENT ENCLOSURE CHECKLIST

#### BID CONTENTS

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**DOCUMENT ENCLOSURE CHECKLIST (2 pages)**

- Pricing Sheet: Exhibit A/Pricing Sheet must be fully executed and included in bidder's proposal.  
*Failure to do so may disqualify bidder's response.*

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

- UCS Request for Bid/Proposal Form (rfb1.frm) and complete bid response with original signature
- Attachment I - Standard Request for Bid Clauses & Forms
  - p.3 - Non-Collusive Bidding Certificate
  - p.4 – Acknowledgment of Individual or Corporation
- Attachment II - Not Applicable
- Attachment III - Vendor Responsibility Questionnaire
  - Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening due date, or
  - Paper questionnaire
- Attachment IV - Procurement Lobbying forms
  - Disclosure of Prior Non-Responsibility Determination (UCS 420)
  - Affirmation of Understanding and Agreement (UCS 421)
- One of the following: (i) copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications, including certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption (*see paragraph "Insurance Requirements" for a list of accepted forms*); or (ii) correspondence affirming that bidder will supply such certificate(s) or proof upon notification of contract award.
- Proprietary information must be placed in a separate folder from the bid response, if applicable, and properly marked as "PROPRIETARY / CONFIDENTIAL" on all pages containing such proprietary information.
- List of Three (3) references
- One (1) complete copy of original bid response
- Signed two-page Bidder's Document Enclosure Checklist
  - A copy of their certificate of authorization issued by the New York State Department of Education.

**In addition, bidder shall provide those items set forth in Section VI., A. REQUIRED BID DOCUMENTS.**

**IMPORTANT:**

1. All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual verified in #6 below. Signatory notarization must be that of the person whose signature is affixed to all required documents.
2. All required bidder response items must have the SAME COMPANY NAME AND TAX ID NUMBER. If a bidder is awarded a contract under this RFB, the company name and associated tax ID number on the bid response forms must match the business entity that the New York State Unified Court System contracts within order for a contract to be approved by the New York State 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 and Title:		
Street:		
City:	State:	Zip:
Telephone Number:	Email:	

**6. Bidder Verification:**

<b>The representative who is an authorized signatory for the bidder must complete and sign below 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, including Exhibit A Pricing Sheet.</b>	
COMPANY NAME:	
AUTHORIZED OFFICER'S NAME AND TITLE:	
SIGNATURE:	DATE:

**I. OVERVIEW**

**Purpose and Scope**

The New York State Unified Court System Office of Court Administration (“OCA” or “UCS”) is soliciting this Request for Bids (RFB) for the design of a datacenter in OCA’s existing office building in Albany, NY (the “Site Location”). The awardee of this RFB will not be eligible to submit a bid or proposal if OCA issues a subsequent solicitation seeking proposals for the purchase and installation of the datacenter equipment based on, or related to, this design (See Section IX, Downstream Prohibition). For purposes of this Request for Bids (“RFB”), the terms “awardee,” “awarded contractor,” “bidder,” and “contractor” shall all have the same meaning, which shall be defined as “the company submitting a response to this RFB.”

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

**Key Bid Dates**

EVENT	DATE	TIME
<b>Bid Issue Date*</b>	3/28/2025	
<b>Initial Q&amp;A Due Date</b>	4/4/2025	4:00 PM EDT
<b>Mandatory Pre-Bid Site Visit / Conference Date</b>	4/10/2025	10:00 AM EDT
<b>Post Site Visit Q&amp;A Due Date</b>	4/11/2025	4:00 PM EDT
<b>Bid Submission Deadline Date</b>	4/18/2025	1:00 PM EDT
<b>Estimated Contract Start Date</b>	4/21/2025	

**\*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 and are licensed in the State of New York as set forth in NYS Education Law §7202, §7210, and Article 145. All bidders shall be required to provide a copy of their certificate of authorization issued by the New York State Department of Education.

**III. AWARD**

**Term of Award**

The term of the contract shall be 18 months from the date of approval by the Office of the New York State Comptroller. Notwithstanding, the Bidder shall provide a final design, final analysis, and final reports, (collectively, “Work Product”) for the services set forth in this RFB, within 45

days after the delivery of a signed contract that is approved by the Office of the New York State Comptroller. For a period of eighteen (18) months after acceptance of Awardee's Work Product, and during such time shall include the construction period, Awardee shall be readily available to address questions posed about the final design, including inconsistencies or incompatibilities with the awardee's final design, and provide any such plans or revisions as necessary; such period shall be designated as "the Warranty Period." During the Warranty Period, the Awardee shall remain responsible to address questions, inconsistencies, incompatibilities, and plan revisions, as necessary, for no additional cost to the State.

OCA further reserves the right to unilaterally extend the Contract for a period not to exceed six (6) months ("Extension Term"), with no additional cost to the State, upon written notification to Awarded Contractor prior to the expiration date of the award.

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 services to be performed for the Contract Term, as set forth in this RFB, as indicated by bidders in Exhibit A / the Pricing Sheet. Prices bid in Exhibit A shall be fully burdened; the State shall not provide any additional compensation for travel, office, overhead, or for any other reason.

## **IV. PRICING**

### **Pricing**

Other than the pricing submitted on Exhibit A/Pricing Sheet, there shall be no other charge, cost, reimbursement or expense of any kind payable by UCS in connection with, or arising from, Awarded Contractor's performance of the scope set forth herein. Awarded Contractor shall be solely responsible for all costs and expenses incurred in connection with the performance of such services.

Pricing shall be submitted only on, and in the format prescribed by, Exhibit A/Pricing Sheet. Bidder must quote pricing on a per-unit basis (and compute all pricing listed in Exhibit A/Pricing Sheet. In the event of a bidder's miscalculation, the per-line "Amount" will prevail. UCS reserves the right to make mathematical corrections based on per-line price(s). Pricing in the awarded contract for amounts in increments not equal to per-line "Amount" indicated in the Pricing Sheet will be prorated accordingly.

Pricing will remain unchanged during the Contract Term.

### **Price Adjustments**

Pricing shall remain unchanged for term of the contract, and shall further remain unchanged during an Extension Term.

### **Payment & Invoicing**

Awarded Contractor shall send true and accurate invoices at Project Completion (defined below) by email to Kyle Van Zutphen, at the email address below, or such other person or email address as UCS/OCA shall designate:

Kyle Van Zutphen  
OCA Division of Financial Management  
4 Empire State Plaza  
Suite 2001, 19th flr.  
Albany, NY 12223  
(518) 453-8606  
kvanzutp@nycourts.gov

Each invoice shall include;

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

Payment for all Work Product shall be made in one payment after “Project Completion,” which shall be defined as the date of UCS’s acceptance, in writing, of the Contractor’s Work Product (as defined above). Payment will be made within 30 days of UCS’s receipt of a proper invoice for the Work Product.

Payment for services performed under the awarded contract shall be conditioned upon the acceptance and approval of such work products and services, such that it is sufficiently complete in accordance with the RFB specification, so that UCS can utilize the Work Product for its intended purpose.

## **V. SCOPE OF WORK**

### **1. Statement of Work Overview**

- a. Overview of Site Location:** The datacenter will be located in Albany, NY in an existing building leased by OCA, and will use the same +/- 1700 SF footprint that housed a prior tenant’s datacenter. The awardee must coordinate with and be responsive to OCA and the building’s architects as needed to complete the scope of work.
- b.** The awardee will:

- i. Design a datacenter, inclusive of: layout; utilities; mechanical systems; electrical; plumbing; Information Technological (IT) equipment, devices, and components; all associated equipment, devices, and components; and integration of all necessary equipment, devices, and components, for a fully functional data center, within a +/- 1,700 SF footprint at the Site Location;
- ii. Recommend appropriate systems and equipment;
- iii. Issue design documents and schematics to OCA architects or building's architects sufficient for any necessary construction to building, and necessary purchase of equipment, devices, and components;
- iv. The awardee shall design the datacenter, equipment, components, connections, and related infrastructure, such that it will operate in a capacity that is equivalent or superior to OCA's existing datacenter and related equipment, components, connections, and infrastructure. OCA's existing equipment is attached as Exhibit A.

## **2. Architectural & Engineering Design & Layout of Datacenter:**

- a. The awardee will identify all applicable and relevant building codes and regulations to conform to New York State standards.
- b. The awardee will prepare preliminary design (schematic-level) of mechanical, electrical, plumbing, IT System, and equipment systems, and provide specifications for all, including:
  - i. A conceptual/schematic-level design report. This design and accompanying report will include a list of necessary equipment, devices, and components, (UPSs, PDUs, cooling equipment, etc.), listed with manufacturer, model, SKU, and MSRP (if readily available), a plan for containment, scalability recommendations, recommendations for rack placements, etc., and shall factor the need for additional equipment capacity and/or modular growth.
- c. The awardee will consult with OCA, and incorporate feedback obtained during OCA's design-review, to design a data center that will address current needs (rack placement layouts, containment plans, etc.) while providing flexibility for future requirements (i.e., scalability).
  - i. The layout will include locations of all new infrastructure, including computer room air conditioning units (CRACs) or computer room air handler (CRAH), AC power layouts, locations of UPS and PDU equipment, rack locations, etc.
  - ii. The layout will also include chase locations for any required electrical or plumbing necessary.
  - iii. Based on OCA's current operations, OCA anticipates the datacenter will need to house approximately 20 equipment racks, not including in-row cooling racks.

## **3. System & Equipment Design**

- a. **Design Requirements:** all requirements set forth in Section “2. Architectural & Engineering Design & Layout of Datacenter” shall apply to Section “3. System & Equipment Design.”
- b. **Information Technological (IT) equipment, devices, and components (herein, “IT System”)**
  - i. Awardee shall provide OCA detailed schematics identifying all necessary equipment, devices, and components – and detail the placement and connections thereof, and methodology of connection, to the UCS network (CourtNet) to allow the datacenter to properly function and operate in conjunction with UCS current network at a level equivalent to, or in excess of, the capabilities permitted by the equipment and/or layout already in use. See Exhibit B for a diagram representing the existing infrastructure at UCS. A list of equipment shall be provided to the Awardee at the kick-off meeting.
- c. **Cooling Systems**
  - i. The awardee will design a chiller-based cooling system to suit the data center operations, inclusive of physical layout, and associated equipment; the cooling system must be designed for control by a commercial thermostat schedule.
    1. Determine the cooling and humidification requirements and select a system on New York State Contract as provided by UCS..
    2. The cooling system design will include a new chiller and associated pumps, piping, manifolds, controls, etc.
    3. The design will account for humidity control, airflow management, plumbing, etc.
      - a. Design specifications shall include all associated in-row cooling equipment, sensors, monitoring equipment, etc.
- d. **Power, Data, and Telecommunications Systems**
  - i. The awardee will prepare preliminary/schematic-level designs for power distribution systems to serve the data center. Redundancy requirements will be discussed with OCA. The current active power consumption at OCA’s existing datacenter is 60kW.
    1. The awardee will evaluate the existing power distribution infrastructure at the Site Location as part of its design and shall include, but not be limited to:
      - a. Assessing the incoming electrical/power supply to determine whether they are sized adequately to accommodate the awardee’s design, while factoring UCS power demands elsewhere in the building; awardee shall design the electric/power schematics by extending supply from either the existing infrastructure or, if existing electric supply is deemed inadequate, from a new electrical supply

line design by the Awardee and extended into, and from, the building's main distribution switchgear.

- b. An analysis of power from the emergency generator will be evaluated and factored into any infrastructure plan.
  - c. A schematic, including power from the emergency generator, must be provided.
- ii. The awardee will prepare preliminary design (schematic-level) of mechanical, electrical, plumbing, and equipment systems, and provide specifications for all, including:
1. A conceptual/schematic-level design report. This design and accompanying report will include a list of necessary equipment, devices, and components, (UPSs, PDUs, cooling equipment, etc.), listed with manufacturer, model, SKU, and MSRP, a plan for airflow containment, scalability recommendations, recommendations for rack placements, etc., and shall factor the need for additional equipment capacity and/or modular growth.
  2. The awardee may be required to incorporate equipment into its design that is available to purchase via the NYS OGS Technology Umbrella Contract; if required, UCS shall provide this directive to the Contractor in writing at, or before, project kick-off.
  3. Design shall include: New Lead Acid Uninterruptible Power Supply units (UPSs) with redundant power paths.
  4. Preferred method of power to the data center racks will be utilizing busway installed in parallel above the rows of racks.
  5. Preferred method of power delivery to each WAN room rack will be dual-path armored metal (MC) cable to LR-30Rs in metal junction boxes beneath the raised floor, adjacent to each rack.
  6. The UPS battery backup system will be designed with a minimum of 90 minutes run time.
  7. All breakers, outlets, and terminations will be labeled with an easily traceable identifier at both ends with location, circuit number, and connected equipment.
  8. The awardee will consult OCA to determine appropriate rack position requirements, and provide preliminary/schematic level designs that incorporate those requirements.
    - a. OCA will provide the awardee with UCS standards for in-rack equipment requirements (servers, switches, etc.) and associated wiring requirements (point-to-point, etc.). If deemed necessary for the RFB, UCS will provide this information to potential bidders as soon as the site visit upon completion of a non-disclosure agreement in a form required by UCS.
- e. **Lighting, Fire Alarm, & Security Systems:**

- i. Interior lighting systems will be laid out, circuited, and switched. The awardee will work with OCA to select suitable lighting fixtures and suggest placement.
- ii. Fire alarm / CO / Smoke detection devices will be selected and located. All devices will be circuited to the building's Fire Alarm System.
- iii. The awardee will coordinate with OCA security vendor and show locations of security devices on the plans. Security device selection will be the responsibility of OCA and will be incorporated into the building wide system.

**4. Timeline for Completion:**

- a. The design, analysis, and reports for the datacenter must be completed 45 days after the delivery of a signed contract that is approved by the NYS Office of the State Comptroller (herein, "OSC Approval"). Awardee shall schedule a project kick-off meeting within 5 business days of OCA's notification of OSC Approval. The time in which OCA reviews any preliminary or proposed designs or reports will not count toward the 45-day completion requirement. After delivery of the completed design to OCA, awardee must remain available to provide additional information or respond to OCA and the building's architect.

**VI. BID RESPONSE DOCUMENTS**

**General Requirements**

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

*Bidders must submit every document listed in sections A and B, below. Failure to provide all documents in the manner required – including the number of requested copies - may result in disqualification of a bid response. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFB or to any exhibits or appendices to this RFB, including Exhibit A/Pricing Sheet, may result in the rejection of the bid as non-responsive.*

**A. REQUIRED BID DOCUMENTS**

**1. Narrative Descriptions**

**a. Narrative Description - Organizational Experience/Capacity**

Bidders must submit, with their bid response, a narrative which demonstrates their capacity and experience to meet the minimum qualifications listed in Article II, above (Minimum Qualifications), including a description of its capability to produce and deliver similar quantities of materials or services required hereunder on an as-needed basis.

**b. Narrative Description – Relevant Business Experience/Qualifications**

**2. Bidder Contact Information**

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

### **3. References**

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

## **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](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. Bidders' authorized signature of the RFB form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

Paper Questionnaire: Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep/forms\\_vendor.htm](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\\_LANDINGPAGE.GBL?&](https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI_FRAMEWORK_PT_LANDINGPAGE.GBL?&).

### **4. Electronic Payments**

Vendors not currently receiving electronic payments, and who wish to do so, should enroll in ePayment – New York State’s electronic payment program for vendors. To do so, vendors need to log onto the Vendor Self-Service Portal and enter their bank account information. ePayments will ensure you are receiving payments faster and in a more secure manner. If you need assistance in accessing the Vendor Self-Service Portal, please contact the SFS Helpdesk at [helpdesk@sfs.ny.gov](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.”

**C. ADDITIONAL BID DOCUMENTS**

**1. Financial Stability**

Upon request by UCS, bidder shall provide its audited financial statements prepared in accordance with GAAP-Generally Accepted Accounting Principles for the past three (3) consecutive years and a copy of its last three (3) annual reports.

**VII. BID SUBMISSION PROCEDURES**

**A. SUBMISSION OF PAPER BID PROPOSALS BY MAIL**

**Packaging, Identifying and Delivering of Bids/Proposals**

Bids/Proposals must be clearly addressed and submitted to:

NYS Unified Court System  
Office of Court Administration  
Division of Grants, Contracts & Procurement  
2500 Pondview, Suite 104  
Castleton-on-Hudson, NY 12033  
ATTN: Jillian Halse

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

Deliver immediately to Jillian Halse  
Sealed bid - Do not open  
RFB# OCA-DGCP-048 due April 18, 2025, at 1:00 PM

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by **April 18, 2025, at 1:00 PM** at the latest or bids will be declared late bids and they will be disqualified. It

is recommended that bidders allow several extra days for shipping in order to meet the deadline.

### **Bidder Confidential/Proprietary Information**

If applicable, bidders should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and must provide justification why such material, upon request, should not be disclosed to parties other than UCS. Bidders are advised that any material deemed confidential by bidder may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be in a separate folder from the non-confidential sections of the proposal.

### **No-Bids**

Bidders are requested to send a no-bid letter to OCA, Attn: Jillian Halse, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: RFB# OCA-DGCP-048. No-bid letters may be sent by email to Jillian Halse. Please indicate in "Subject" field: RFB# OCA-DGCP-048 – No-Bid.

### **Questions**

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

Jillian Halse at [jhalse@nycourts.gov](mailto:jhalse@nycourts.gov)

Please indicate in "Subject" field: "RFB# OCA-DGCP-048 - Question(s)."

The deadline to submit questions for the Initial Q&A is April 4, 2025, by 4:00 PM. 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) under RFB# OCA-DGCP-048.

**IMPORTANT:** All questions regarding this solicitation must be in writing by email and directed solely to the attention of the above designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS in connection with this RFB may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its proposal.

### **Mandatory Pre-Bid Conference**

A mandatory pre-bid conference will be held on April 10, 2025, at 500 Patroon Creek, Albany, NY. Bidders may not participate remotely. Bidders must notify Jillian Halse of their planned attendance, by email or phone to (518) 453-8606. Failure to attend the pre-bid conference will disqualify a potential vendor.

## **VIII. GENERAL BID REQUIREMENTS**

### **Online RFB 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. 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.

### **Downstream Prohibition**

Work under this Contract involves developing specifications and establishing a base for other potential applications or solicitations, and therefore Awardee may gain information that would give Contractor an unfair competitive advantage in a future procurement. Therefore, Contractor is precluded from bidding on further work related to the implementation or construction based on design in this the scope(downstream prohibition) as it may be a conflict of interest.

### **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  
2500 Pondview, Suite 104  
Castleton-on-Hudson, NY 12033

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

3. Professional Liability Insurance (Errors and Omissions)

Professional Errors and Omissions (Professional Liability) in the amount of least \$2,000,000 each occurrence, for claims arising out of but not limited to alleged wrongful acts, including breach of contract, bad faith and negligence. Such insurance shall apply to professional errors, acts or omissions arising out of the scope of services.

- a. Such insurance shall include coverage of all professionals and technical personnel whose actions could be considered "professional services" arising out of the scope of services as additional named insureds.
- b. If coverage is written on a claims-made policy, the Awarded Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under any Contract resulting from this RFB is completed. Written proof of this extended reporting must be provided to UCS upon request.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of any Contract resulting from this RFB.

4. Insurance Compliance:

All policies shall be written with insurance companies licensed to do business or authorized by the New York State Department of Financial Services to issue insurance in the State of New York, and be rated no lower than an A- rating Class VII or better in the most current edition of A.M. Best's Property-Casualty Key Rating Guide. UCS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificate or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other document demonstrating the company's strong financial rating.

Policies should be endorsed to the New York State Unified Court System as an "additional insured" and "certificate holder." The vendor agrees to waive its right of recovery or subrogation against UCS and all indemnified parties and additional insureds. All policies shall allow waiver of subrogation in favor of UCS and indemnified parties and additional insureds. All policies must be endorsed to provide that in the event of cancellation, non-renewal or material modification UCS will receive thirty (30) days' prior written notice thereof. Awarded Contractor must provide UCS with appropriate certificates of insurance in compliance with these requirements no later than five business days prior to commencement of the Contract. Awarded Contractor must furnish complete policies, including all endorsements thereto, to UCS upon request. By requiring insurance, UCS does not represent that certain coverage and limits will necessarily be sufficient to protect Awarded Contractor, and such coverage and limits shall not be deemed a limitation on Awarded Contractor's liabilities under any indemnity granted to UCS under the Contract. Prior to the commencement of any work by a subcontractor, the Awarded Contractor shall require such subcontractor to procure policies of insurance as required herein and maintain the same in force during the terms of any work performed by that subcontractor

**EXHIBIT A/PRICING SHEET**

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

Data Center Design and Layout	Amount
Total:	\$

Note: The amount above is all-inclusive and must address design of: 1) floorplan layout; 2) cooling system; and 3) electrical/power: data and telecommunication systems' lighting; fire alarm and security systems; and plumbing.

Company Name:	
Authorized Officer's Name and Title:	
Signature:	Date:

# EXHIBIT B

## RTP Data Center Power Block Diagram 2/20/2025

