

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

(This is not an order)
**BID MUST BE MADE ON THIS SHEET
OR AS OTHERWISE SPECIFIED**

NYS OFFICE OF COURT ADMINISTRATION
Division of Financial Management
4 Empire State Plaza, 19th Fl.
Albany, NY 12283-1450

(Agency Name and Address)

Direct Inquiries to: Marie-Claude Ceppi
E-mails: mceppi@nycourts.gov

Bid Number: OCA/AS-238	Commodity Group:
Opening Date: 6/6/2019 Time: 4:00 pm Issue Date: 5/14/2019	Commodity Name: PRINTING OF DIVORCE BOOKLETS

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.

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (DECEMBER 1998) ARE FULLY INCORPORATED HEREIN.

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

NOTICE TO BIDDERS

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

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

3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.
4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.
5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS WILL BE REJECTED.**

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

BIDS MUST BE SIGNED

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

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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
- p.5 – Bidder's Certification of work (Printing)
- p.6 – Bidder's Certification of Recycled Products
- p.7 – Manufacturer's Affidavit of Recycled Content

Attachment II - Not Applicable

_____ Attachment III - Vendor Responsibility Questionnaire

- Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening due date, **or**
- Paper questionnaire

_____ Attachment IV - Procurement Lobbying forms

- Disclosure of Prior Non-Responsibility Determination (UCS 420)
- Affirmation of Understanding and Agreement (UCS 421)

_____ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see paragraph "Insurance Requirements" for a list of accepted forms.

_____ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications.

_____ List of references

_____ Three (3) complete photocopies of original bid response

_____ Signed Document Enclosure Checklist

_____ Proprietary information in separate folder from bid response, if applicable

In addition, bidder shall provide:

_____ Bidder's contact name and required information.

_____ Account Manager's contact information, including business address, phone number(s) and email address.

_____ Paper stock samples (3 samples of each paper stock specified in this RFB)

_____ Bidder's description of its experience (min. three (3) years)

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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 vendor (hereafter "Vendor".)
- 5. Please verify that all required documents are included before signing.**

COMPANY NAME:

AUTHORIZED OFFICER'S NAME AND TITLE:

SIGNATURE: _____ DATE:

PRINTING OF DIVORCE BOOKLETS

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I. PURPOSE AND SCOPE**Divorce Booklets**

The New York State Unified Court System “(UCS)” Office of Court Administration (“OCA”) is soliciting sealed bids for the printing, collating, and delivery to specified locations of two divorce booklets:

- Booklet 1: Uniform Uncontested Divorce Packet, Forms (White cover) (“B1: Forms”), and
- Booklet 2: Uniform Uncontested Divorce Packet, Filing Instructions & Glossary (Purple cover) (“B2: Instructions”).

It is estimated that UCS will require approximately 54,700 of each booklet per year.

The frequency of delivery is estimated to be three (3) times a year to locations listed in Exhibit D/ List of Ship-to Addresses attached hereto

See Exhibit B/Scope of Services attached hereto for detailed specifications.

Minimum Qualifications

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

II. BID RESPONSE SUBMISSION**Bidder’s Contact Name and Required Information**

Bidder shall designate, in its bid response, a staff member as primary contact for all questions OCA may have regarding bidder’s bid response. Bidder must include in its bid response all forms and documents listed on the Document Enclosure Checklist.

Packaging, Identifying and Delivering of Bids/Proposals

Bids/Proposals must be clearly addressed and submitted to:

Marie-Claude Ceppi
Management Analyst
NYS Office of Court Administration

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4:00 pm.

Division of Financial Management
4 ESP – Suite 2001. 19th Fl.
Albany, NY 12223-1450

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

Deliver immediately to Marie-Claude Ceppi
Sealed bid - Do not open
RFB# OCA/AS-238 **June 6, 2019 at 4:00 p.m.**

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 **June 6, 2019 at 4:00 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.

No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Marie-Claude Ceppi, 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/AS-238. No-bid letters may be sent by email to mceppi@nycourts.gov. Please indicate in "Subject" field: RFB# OCA/AS-238 – No-Bid.

Questions

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

Marie Claude Ceppi
mceppi@nycourts.gov

Please indicate in "Subject" field: "RFB# OCA/AS-238 - Question(s)."

The deadline to submit questions is **May 22, 2019 before 5:00 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 under RFB# OCA/AS-238.

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.

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Required Bid Documents**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, including a description of its capability to produce and deliver similar quantities of materials required hereunder on an as-needed basis.

b. 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.

c. Paper Stock Samples

Bidder shall provide three (3) samples of each paper stock specified in Exhibit B under Technical -Specifications, i.e.

- white un-coated, 110 lbs. index card stock
- white text stock 20 lbs.
- purple un-coated, 67 lbs. vellum bristol cover stock

Samples shall be provided at no cost to OCA and they will not be returned.

(Note: Bidder may request hard copy samples of current divorce booklets by sending a request by e-mail to Marie-Claude Ceppi mceppi@nycourts.gov.)

d. Additional Documents

In addition to the documents listed above, bidders must submit all documents listed in the Document Enclosure Checklist contained on pages 3-4 above.

III. AWARD**Term of Award**

A single estimated quantity term contract (“Contract”) will be awarded for an Initial Term of three (3) years (“Initial Term”). The Contract will begin on or about September 1, 2019. OCA

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reserves the right to renew such Contract for two (2) additional one (1) year periods (each, a "Renewal Term") upon the same terms and conditions excluding pricing.

OCA further reserves the right to extend the Contract for a period not to exceed six (6) months, upon written notification to awarded contractor ("Vendor") prior to the expiration date of the Initial Term or the First Renewal Term, upon the same terms and conditions including pricing as the preceding Term. The Contract, renewals and extension thereof are subject to the approval of the NYS Attorney General and the NYS Comptroller.

IV. PRICING**Pricing**

All pricing submitted pursuant to the solicitation shall be net f.o.b. destination and include all costs for the performance of all services required under this solicitation, including all costs associated with the provision of services required hereunder.

There shall be no other charge, cost, reimbursement or expense of any kind payable by UCS in connection with or arising from Vendor's performance of the services set forth herein other than the Unit Price. Vendor shall be solely responsible for all costs and expenses incurred in connection with the performance of such services.

Pricing shall be submitted only on, and in the format prescribed by, Exhibit A/Pricing Sheet. Bidder must quote pricing on a cost per unit basis (price per 1,000 booklets) and compute all price extensions listed in Exhibit A/Pricing Sheet. In the event of a bidder's miscalculation, the unit price will prevail and UCS reserves the right to make mathematical corrections based on unit price(s.) Pricing in the Contract for booklet amounts in increments not equal to 1,000 booklets will be prorated accordingly.

Pricing will remain unchanged for the initial three (3)-year term of the Contract.

Vendor may also charge an hourly fee for certain proof corrections, as set forth in Exhibit B, "Proofs" Section 2.b.ii and listed in Exhibit A/Pricing Sheet.

Price Adjustments

Pricing shall be subject to increase as of the commencement date of each Renewal Term by the percentage equal to the lesser of: (i) the increase, if any, in the Consumer Price Index for All Urban Consumer - New York-Northern NJ - Long Island - NY-NJ-CT-PA (Index 1982-1984 - 100) - NSA (Not Seasonally Adjusted), reference base ("CPI") as of the third month prior to the commencement date of each such Renewal Term, over the CPI as of the third month prior to the commencement date of the immediately prior term of the Agreement, or (ii) five percent (5%).

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Pricing shall thereafter remain unchanged for the balance of each such term, and shall further remain unchanged during any extension term of the Agreement.

Billing

Vendor shall send true and accurate invoices on a monthly basis by email to Zola Hill, Senior Management Analyst, at zhill@nycourts.gov or such other person or email address as UCS/OCA shall designate.

Payment shall be made monthly in arrears and shall be made within thirty (30) days of submission by Vendor and approval by UCS of invoices satisfactory to UCS and OSC.

V. 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 three (3)-year term of the Contract, as indicated by bidders in the Exhibit A/Pricing Sheet.

VI. MISCELLANEOUS**Artwork, Negatives and Electronic File(s)**

All artwork, negatives and electronic file(s) provided to or created by the vendor in connection with the Contract shall be the property of UCS. Vendor shall not use the UCS Seal, artwork, negatives, text and graphics (collectively, the "UCS Artwork") for any purpose other than providing the services under the Contract. All tangible copies of the UCS Artwork shall, at the direction of UCS, be either destroyed or returned to UCS, and electronic copies of the UCS Artwork shall be deleted from Vendor's computers, within thirty (30) days after the termination of the Contract.

Contractor Identification

The awarded contractor's logo, trademark or any other identifying information (except union logo, if applicable, and recycled symbol) must not appear on any portion of the completed product.

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Inspection of Bidder's/Vendor's Facilities

4:00 pm.

The UCS/OCA reserves the right to inspect bidder's proposed facilities, as part of the bid evaluation. Subsequent to award, Vendor'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

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 Vendor will be the prime Vendor and will be responsible for all services required by this RFB/RFP. The UCS will communicate only with Vendor and the Vendor shall remain wholly liable for the performance by and payment to any such subcontractors, their employees, agents, consultants or representatives.

Exhibits:

Exhibit A/Pricing Sheet

Exhibit B/Scope of Services

Exhibit C (separate pdf document)

- "Booklet 1: Forms": Uniform Uncontested Divorce Packet, Forms (White cover) and
- "B2: Instructions": Uniform Uncontested Divorce Packet, Filing Instructions & Glossary (Purple cover)

Exhibit D/Runs 1 to 3 –List of Ship-to Addresses and Delivery Quantities

VII. The RFB/RFP PROCESS: GENERAL SPECIFICATIONS**Note to Bidders****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/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us/Enrollment/login>. Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed 'New York State Vendor File Registration' for instructions on obtaining a Vendor

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

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please

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note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFB/RFP. Bidders' authorized signature of the RFB/RFP form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

Paper Questionnaire: Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

3. New York State Vendor File Registration

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

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

If the bidder is not currently registered in the Vendor File, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/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: http://www.osc.state.ny.us/vendor_management/.

Online RFB/RFP Package: Disclaimer

Bidders accessing any UCS/UCS/OCA solicitations and related documents from the New York State UCS website www.nycourts.gov/admin/bids under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation & bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their

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knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

Bid Response/Proposal: Original and Copies

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3, 4, 5, 6 and 7 of 10; Attachment III - Vendor Responsibility Questionnaire (questionnaire may be filed electronically with OSC); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420 and Affirmation of Understanding and Agreement UCS 421; proof of Workers' Compensation and Disability Benefits insurance coverage (See "Insurance Requirements"); and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist. Complete the paperwork on the forms provided with this solicitation unless otherwise requested. Do not retype or amend any portion of this solicitation. Failure to provide all original documents and the requested number of copies may result in disqualification of a bidder's response.

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.

Compliance with Laws

Vendor(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 Vendor Status

It is expressly understood and agreed that the Vendor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the Vendor is an employee of the UCS, OCA or State of New York. The Vendor shall be solely responsible for

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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 Vendor 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 Vendor or any of its employees or subcontractors.

Rejected and Unacceptable Bids/Proposals

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.

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

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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.

Indemnity

Vendor 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) Vendor'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 Vendor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) Vendor's performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

Unified Court System Self-Insurance

UCS, a New York State governmental entity, is self-retained for risk of loss and liability.

Insurance Requirement

Vendor 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:

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Workers' Compensation Board

Bureau of Compliance

(518) 462-8882

(866) 298-7830

Only the following forms will be accepted:Proof of Workers' Compensation Coverage

- **Form C-105.2** - Certificate of Workers' Compensation Insurance issued by private insurance carriers; or
- **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** - Certificate of Workers' Compensation Self-Insurance; or
- **Form GSI-105.2** - Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance, or
- **Form DB-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
25 Beaver Street, Room 829
New York, NY 10004

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."

PRINTING OF DIVORCE BOOKLETS

4:00 pm.

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, \$2million, 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.

Confidentiality and Data Security

Bidder acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the bidder by the court, or which may be otherwise encountered by bidder shall be considered extremely confidential and shall be handled accordingly at all times. Neither the bidder 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 bidder 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 bidder to further penalties.

Vendor 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.

Any and all material and documents, records and any other data or information developed by Vendor, or any person or entity acting on behalf of Vendor, remains the sole property of the UCS.

Vendor is prohibited from maintaining files and records provided to or generated by Vendor in a mobile or portable device. In addition, Vendor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

PRINTING OF DIVORCE BOOKLETS**4:00 pm.****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 easily separable from the non-confidential sections of the proposal.

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.

Termination

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the Vendor 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 Vendor's removal from the UCS/UCS/OCA's bidders list for future solicitations.

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.

**PRINTING OF DIVORCE BOOKLETS
EXHIBIT A/PRICING SHEET**

4:00 pm.

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.

Bidders must bid on both booklets (B1 and B2.)

“B1: Forms” - Booklet 1:Uniform Uncontested Divorce Packet, Forms (White cover)

“B2: Instructions” - Booklet 2: Uniform Uncontested Divorce Packet, Filing Instructions & Glossary (Purple cover).

A. Booklets

	Production/ Delivery Cost per thousand booklets	Estimated annual quantity of 54,700 of each type of booklets	Estimated annual cost	Estimated cost for initial 3-year contract term
B1: Forms	\$ _____	x 54.7	= \$ _____	x 3 = \$ _____
B2: Instructions	\$ _____	x 54.7	= \$ _____	x 3 = \$ _____
			Total Cost 2 booklets (A)	= \$ _____

B. Proof Corrections (See Exhibit B, “Proofs” Section 2.b.ii.)

	Hourly Charge	Estimated annual number of changes	Estimated annual cost	Total Estimated cost for initial 3-year contract term (B)
	\$ _____/hour	x 3 hours/year	= \$ _____	x 3 = \$ _____

Grand Total Cost for initial three-year term (A+ B)	= \$ _____
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OCA/AS-238

BID OPENING DATE: June 6, 2019

PRINTING OF DIVORCE BOOKLETS
EXHIBIT A/PRICING SHEET (cont.)

4:00 pm.

Company Name:

Authorized Officer's Name and Title:

Signature and Date:

PRINTING OF DIVORCE BOOKLETS

4:00 pm.

EXHIBIT B/SCOPE OF SERVICES

Booklets

The estimated annual quantity of booklets to be printed and delivered is 109,400: 54,700 of "B1: Forms": Uniform Uncontested Divorce Packet, Forms (White cover) and 54,700 of "B2: Instructions": Uniform Uncontested Divorce Packet, Filing Instructions & Glossary (Purple cover)

One set includes one (1) "B1: Forms" and one (1) "B2: Instructions." The estimated annual quantity of sets is 54,700.

See Exhibit D/Runs 1 to 3 – Annual Printing and Delivery Quantities.

Two (2) additional printing runs of 5,000 sets each may be ordered on an as needed basis.

Purchase Orders

OCA estimates purchase orders will be issued approximately five times per year. Purchase orders will describe the titles of the booklets and quantities required. "Exhibit D/Runs 1 to 3- Annual Printing and Delivery Quantities" and "Exhibit D/List of Ship-to Addresses" will be attached to each purchase order.

Order Communication

Any and all corrections, changes, clarifications to a purchase order issued by OCA shall be in the form of a "Change of Purchase Order." All questions and clarification sought by the Vendor must be sent in writing by email to Zola Hill at ZHILL@nycourts.gov or such other individual as OCA shall designate.

Under no circumstances shall vendor act on verbal communications only. All verbal communications for all order changes, proof corrections, text changes, clarifications or any other communications between OCA and the Vendor **must be backed up by in writing** (or via electronic transmission, upon agreement of UCS/OCA) to Zola Hill at ZHILL@nycourts.gov or such other person or address as shall designate. Vendor shall likewise designate a person and address for receipt of such communications from OCA.

**PRINTING OF DIVORCE BOOKLETS
Electronic Transmission of Files to Vendor****4:00 pm.**

Files in pdf format containing the layout of divorce booklets will be sent electronically to the Vendor for the initial order and each change in layout.

Proofs1. Delivery of Proofs

The Vendor must deliver one (1) hard copy proof of Booklet 1: Uniform Uncontested Divorce Packet, Forms (White cover) (“B1: Forms”) and Booklet 2: Uniform Uncontested Divorce Packet, Filing Instructions & Glossary (Purple cover) (“B2: Instructions”) prior to the initial printing run as well as after OCA submits any changes to the proof. Blueline and color proofs must be delivered by vendor within five (5) business days of submission of the electronic file by OCA.

All proofs must be sent to Zola Hill, NYS Office of Court Administration, 9th Floor, New York, NY 10004, or such other person as OCA may designate by written notice to the Vendor, for review and written approval. Upon receipt of written approval from OCA, the Vendor shall proceed with printing and deliver the booklets fifteen (15) days after sign-off.

2. Review of Proofsa. Pre-Sign-Off Corrections

OCA/JSO may either approve or make corrections to a proof. If OCA so requests, the vendor shall produce corrected proofs as needed at no additional cost or charge, until OCA/JSO signs off on the proof.

b. Post- Sign-Off Corrections

- i. Corrections or changes required due to the Vendor's error shall be made by vendor at no charge to OCA.
- ii. Corrections or changes required due to the OCA's error will be subject to an hourly editing fee for corrections made to a previously approved proof. Bidder must indicate editing charges, if any, for such corrections/fixes text modifications, where provided on the Pricing Sheet; it is estimated that such corrections/fixes will require approximately three (3) hours of labor over the initial three (3) year term of the Contract.

PRINTING OF DIVORCE BOOKLETS

4:00 pm.

Booklet Changes

OCA estimates that it will require vendor to substitute a booklet page with a revised page approximately three (3) times a year. Page substitution will not involve any typesetting from the Vendor. OCA will send to the Vendor all corrections electronically. All new pages, will must be inserted in the approved proof, and thereafter, the next print run of booklets. A new proof of the document including the new page(s) shall be submitted to OCA for approval in accordance with the provisions of the section above entitled, "Proofs". Page substitution review and approval will be at no charge to OCA, unless due to OCA error, as indicated above.

Booklet Collation

OCA will deliver hard copies of an insert to Vendor, entitled, "Certificate of Dissolution of Marriage" ("Certificates") for insertion by vendor into all B1: Forms. Any associated costs shall be deemed included in vendor's price to produce the booklets.

Vendor will insert Certificates in all "B1: Forms" prior to delivery.

Schedule/Delivery

The delivery of booklets is estimated to be: three (3) times a year, after each print run (Run 1, Run 2, Run 3), to the "Ship-to Addresses" listed in Exhibit D, attached, and to OCA at NYS Office of Court Administration, 25 Beaver Street, 8th Floor, New York, NY 10004

Run 1 to 3 must be delivered within fifteen (15) business days after delivery to the Vendor of final, signed-off blueline and/or color proof.

Vendor must make full inside delivery to the specific locations indicated in Exhibit D/List of Ship-to Addresses as well as to OCA.

Packaging

Packaging will be in standard, one cubic foot cartons for both booklets. Each carton must be packed with fifty (50) "B1: Forms" and one hundred (100) "B2: Instructions." Each box must be marked on the outside to indicate the names and quantities of Booklets.

PRINTING OF DIVORCE BOOKLETS

4:00 pm.

Technical Specifications – “B1: Forms”: and “B2: Instructions”

Specifications for “B1: Forms” - Uniform Uncontested Divorce Packet, Forms (White cover)

Size: 8 ½ " x 11"

Finish: Stapled at the top left corner

White un-coated, 110 lbs. index card stock for the front and back covers.

White text stock 20 lbs.

1-sided printing

All-black ink

Post Card - Matrimonial Action: White un-coated, 110 lbs. index card stock .

No bleeds

Total number of pages including all forms: estimated at 110 pages (not including front and back covers.)

Specifications for “B2: Instructions” - Uniform Uncontested Divorce Packet, Filing Instructions & Glossary (Purple cover)

Size: 8 ½ " x 11"

Finish: Saddle-stitched (2 staples)

Purple un-coated, 67 lbs. vellum bristol cover stock for the front and back covers.

White text stock 20 lbs.

2-sided printing

All-black ink

No bleeds

Total number of pages including all forms: estimated at 45 pages (not including cover and back pages)

PRINTING OF DIVORCE BOOKLETS

4:00 pm.

Recycled Paper

All booklets to be printed on recycled paper (See also Attachment I, p. 2 of 10 and pp. 5, 6 and 7 of 10 for additional information.)

The minimum content requirement for post-consumer material shall be:

- a) 30% for un-coated paper
- b) 20% for colored wove, un-coated paper

Brightness: 92

No flex paper

PRINTING OF DIVORCE BOOKLETS

4:00 pm.

EXHIBIT D/LIST OF SHIP-TO ADDRESSES AND PRINTING/DELIVERY QUANTITIES

Printing and delivery quantities vary among four groups of locations/addresses. Each location/address within a group will each receive the same quantities of sets after each of the three (3) runs. Booklets must be shipped directly to the addresses listed below.

1. 10 locations
2. 15 locations
3. 27 locations
4. OCA

1. **Addresses and Printing/Delivery Quantities to 10 Locations**

The following estimated quantities of sets will be delivered to each of the ten (10) locations below after each of the three print runs:

After Run 1: 1,000 sets each location (total 10,000 sets)

After Run 2: 500 sets each location (total 5,000 sets)

After Run 3: 500 sets each location (total 5,000 sets)

1. Hope Schneider
Kings County Supreme Court
360 Adams Street, Room 122C
Brooklyn, NY 11201
2. New York County Supreme Court
Office of the Self-Represented
60 Centre Street, Room 116
New York, NY 10007
3. Mary Ellen Guarneri
Supreme Court, Bronx
851 Grand Concourse
Office of the Self-Represented
RM 121
Bronx, NY 10451

PRINTING OF DIVORCE BOOKLETS

4:00 pm.

4. Jean Cawley
Queens Supreme County
88-11 Sutphin Blvd
Jamaica, NY 11435

5. Naomi Molina/Denise Basso
Suffolk County
Supreme & County Courts
400 Carleton Avenue
Central Islip, NY 11722

6. Joseph Alamo
Richmond County Supreme Court
HELP CENTER
25 Hyatt Street - 5th Fl
Staten Island, NY 10301

7. Richard Seibt
Matrimonial Center
400 County Seat Drive
Mineola, NY 11501

8. Jacqueline Becker/E. Scott Brown
Supreme & County Courts
Onondaga County Courthouse
505 South State Street, Ste 110
Syracuse, NY 13202

9. Margaret M. Hasselberg
Erie County Supreme Court
25 Delaware Avenue
Buffalo, NY 14202

10. Adeline Dailey
Westchester County Supreme Court
Civil Calendar Office
111 Dr. Martin Luther King Jr. Blvd.
White Plains, NY 10601

PRINTING OF DIVORCE BOOKLETS**4:00 pm.****2. Addresses and Printing/Delivery Quantities to 15 Locations**

The following estimated quantities of sets will be delivered to each of the fifteen (15) locations below after each of the three print runs:

After Run 1: 300 sets each location (total 4,500 sets)

After Run 2: 300 sets each location (total 4,500 sets)

After Run 3: 300 sets each location (total 4,500 sets)

1. Richard R. Reilly, Chief Clerk
Rensselaer County Supreme Court
Congress & Second Street
Troy, NY 12180
2. Rochelle Coley
Monroe County Supreme Court
545 Hall of Justice
Rochester, NY 14614
3. Paula Eannance, Esq.
Chief Clerk
Oneida County Supreme Court
Courthouse -Law Library
Elizabeth Street
Utica, NY 13501
4. Bill Harkins
Nassau County Supreme Court
HELP Center
100 Supreme Court Drive
Mineola, NY 11501
5. Barbara Briggs
Supreme Court Library
401 Montgomery Street - 5th Fl.
Syracuse, NY 13202
6. Cindy Dillon
Rockland County Courthouse
1 South Main Street
New City, NY 10956

PRINTING OF DIVORCE BOOKLETS

4:00 pm.

7. Deanna Morse, Chief Clerk
Jefferson County Supreme Court
Dulles State Office Building
317 Washington Street - 10th Fl
Watertown, NY 13601
8. Lorraine Van Deweert
Orange County Supreme Court
285 Main Street
Goshen, NY 10924
9. Rohan Cumberbatch
Dutchess County Supreme Court
10 Market Street
Poughkeepsie, NY 12601
10. Charles Diamond, Chief Clerk
Supreme Court
Albany County Courthouse
Albany, NY 12207
11. Cindy L. Campbell
Saratoga Supreme & County Court
30 McMaster Street
Ballston Spa, NY 12020
12. Susan Ralston
Clinton County Clerk's Office
137 Margaret Street
Plattsburgh, NY 12901
13. Kathleen Palkovic
Chautaugua Supreme/County Courts
3 North Erie Street
Mayville, NY 14657
14. Colleen Phillips/Samatha Pike
Chemung Supreme/County Clerk's Office
203 Lake Street, 6th Fl
Elmira, NY 14901
15. Margaret M. Hasselberg
Erie Supreme Court
25 Delaware Avenue
Buffalo, NY 13202

PRINTING OF DIVORCE BOOKLETS**4:00 pm.****3. Addresses and Printing/Delivery Quantities to 27 Locations**

The following estimated quantities of sets will be delivered to each of the twenty-seven (27) locations indicated after each of the three print runs:

After Run 1: 200 sets each location (total 5,400 sets)

After Run 2: 200 sets each location (total 5,400 sets)

After Run 3: 200 sets each location (total 5,400 sets)

1. Marcilyn Morrissey
Ontario Supreme /County Courts
Ontario County Courthouse
27 North Main Street, RM 130
Canandaigua, NY 14424
2. Anne L. Sherman
Oswego County Combined Courts
25 E. Oneida Street
Oswego, NY 13126
3. Camela Tacy
Sullivan Supreme Court
414 Broadway
Monticello, NY 12701
4. Natalie Spilman
St. Lawrence Supreme/County Courts
48 Court Street
Canton, NY 13617
5. Jamie Gleason
Tompkins Supreme/County Court
320 N. Tioga Street
Ithaca, NY 14851
6. Suzanne Leisenring
Seneca Supreme/County Court
48 West William Street
Waterloo, NY 13165
7. Kristy Hults
Ulster Supreme/County Court
285 Wall Street
Kingston, NY 12401

PRINTING OF DIVORCE BOOKLETS

4:00 pm.

8. Lori Rich
Warren Supreme/County Courts
1340 State Route 9
Lake George, NY 12845
9. Carol Winslow
Yates Supreme/County Court
415 Liberty Street
Penn Yan, NY 14527
10. Michael McGovern
Otsego Supreme Court
197 Main Street
Cooperstown, NY 13326
11. Deborah Earl
Lewis Combined Courts
7660 N. State Street
Lowville, NY 13367
12. Ellen Brower
Green Supreme/County Court
320 Main Street
Catskill, NY 12414
13. Dave Iamele
Madison County Court
138 North Court Street
Wampsville, NY 13163
14. Lucinda Racsummerger
Niagara Supreme Court
775 Third Street
Niagara Falls, NY 14302
15. Jose Cruzado
Livingston Supreme/County Court
2 Court Street
Geneseo, NY 14454
16. Kimberly Sitts
Chenango Supreme Court
13 Eaton Avenue,
Norwich, NY 13815

PRINTING OF DIVORCE BOOKLETS

4:00 pm.

17. Linda Von Kramer
Genesee Supreme/County Court
One West Main Street
Batavia, NY 14020
18. Kelly Sanfilippo
Delware Supreme Court
3 Court Street
Delhi, NY 13753
19. Sharon Barnes
Herkimer Supreme Court
County Office and Court Facility
301 North Washington Street, RM 5509
Herkimer, NY 13350
20. Niagara County Court
Att: Crystal
Niagara County Courthouse
175 Hawley Street, 2nd Fl.
Lockport, NY 14094
21. Timothy Riley
Montgomery County Courthouse
58 Broadway
Fonda, NY 11501
22. Kristin Nicholson
Orleans Supreme Court
1 South Main Street, Ste 3
Albion, NY 14411
23. Catherine A. Miller, Law Library Assistant
Jefferson County Supreme Court Law Library
Jefferson County Court Complex
163 Arsenal Street, 2d Floor
Watertown NY 13601
24. Patricia Perry
Broome Supreme & County Court
92 Court Street - Rm 204
Binghamton, NY 13902

PRINTING OF DIVORCE BOOKLETS

4:00 pm.

25. Cortland Supreme & County Court
attn: Laurie Case
Cortland County Courthouse
46 Greenbush Street, Suite 301
Cortland, NY 13405

26. Nicole Cassavaugh
Franklin Supreme & County Courts
335 West Main Street
Malone, NY 12953

27. Cheryl J. Davis
Nassau County Supreme Court
Court Information Center
100 Supreme Court Drive
Mineola, NY 11501

4. Address and Printing/Delivery Quantities to OCA

The following estimated quantities of sets will be delivered to OCA after each of the three print runs:

After Run 1: 3,000 sets each

After Run 2: 1,000 sets each

After Run 3: 1,000 sets each

NYS Office of Court Administration

25 Beaver Street, 8th Floor

New York, NY 10004

Attn: Zola Hill