

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
 92 Franklin Street
 3rd Floor - Admin
 Buffalo, NY 14202

(Agency Name and Address)

Direct Inquiries to: Anthony Biscotto
 E-mails: ABISCOTT@NYCOURTS.GOV

Bid Number: RFB 8JD-RMEFP- 001019-Erie Co	Commodity Group:
Opening Date: 04/09/2019 Time: 3:00 pm Issue Date: 03/18/19	Commodity Name: Records Management – Erie County Family Court.

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

NOTICE TO BIDDERS

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

1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your bid deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.
3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.
4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.
5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS WILL BE REJECTED.**

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

BIDS MUST BE SIGNED

Bidder's Firm Name:		Employer's Federal Identification Number:	
Address Street		NYS Vendor ID Number:	
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 - Corporate Acknowledgment

_____ 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.

_____ A complete list of documents and information pertaining to bidder's experience and operations that must be included in bidder's proposal is included in paragraphs "Information to be included in bidder's bid response" and "Premium Rates" of the bid specifications. Failure to do so may disqualify bidder's response.

In addition, bidder shall provide:

_____ Three (3) complete photocopies of original bid response

_____ List of references

_____ Bidder's contact name

_____ Signed Document Enclosure Checklist

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

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.

5. Please verify that all required documents are included before signing.

COMPANY NAME:

AUTHORIZED OFFICER'S NAME AND TITLE:

SIGNATURE: _____ DATE: _____

I. PURPOSE AND SCOPE

The Erie County Family Court is soliciting sealed proposals for digital imaging of approximately 1,110,600 images, as described in these RFB specifications. A mandatory Pre-Bid Conference will be held on **Tuesday, March 26th at 11:00am**. The purpose of the on-site conference is for bidders to do a walk thru and ask any relevant questions. All questions and **answers will be posted by 5pm on Friday, March 29th**. The pre-bid conference will be held at One Niagara Square, Buffalo, NY 14202. Vendors not present will not be able to submit a bid.

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 the Court 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:

**NYS Unified Court
Anthony Biscotto - Management Analyst
92 Franklin Street, 3rd Floor
Buffalo, NY 14202**

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

Deliver immediately to **Anthony Biscotto**
Sealed bid - Do not open
RFB# 2019-8-001-RMEFP due **April 9, 2019 at 3:00 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 Court-designated person by **April 8, 2019 at 3:00 pm** at the latest or bids will be declared late bids and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

No-Bids

Bidders are requested to send a no-bid letter to the **Attn: Anthony Biscotto**, 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# 2019-8-001-RMEFP**. No-bid letters may be sent by email to **abiscott@nycourts.gov**. Please indicate in "Subject" field: **RFB# 2019-8-001-RMEFP – No-Bid**.

Questions

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

Anthony Biscotto
ABISCOTT@NYCOURTS.GOV

Please indicate in "Subject" field: "RFB# 2019-8-001-RMEFP - Question(s)."

The deadline to submit questions is March 26th at 3:00 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# 2019-8-001-RMEFP**.

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.

Information to be included in bidder's bid response:

Program Services

Description of bidder's ongoing experience providing the services required in this RFB, including:

III. AWARD

Term of Award

A single contract (“Contract”) will be awarded to complete this project.

Method of Award

A single contract will be awarded to the lowest dollar cost, responsible bidder. Lowest dollar cost is defined as the lowest Total Cost for the contract, as indicated in Exhibit A/Pricing Sheet.

Site Visit of Bidder’s/Contractor’s Facilities

The Court reserves the right to inspect bidder’s production and storage facilities and to conduct another inspection, or inspections, of Contractor’s production and storage facilities to determine that such facilities are properly equipped to meet the scanning and digital imaging requirements specified herein. The Court also reserves the right to reject any bidder whose facilities and/or resources, after an inspection by Court, fail to meet the guidelines of the Essential Components of an Efficient Records Storage Facility.

IV. PRICING

Pricing

All pricing submitted pursuant to the solicitation shall be net and include all costs for the performance of all services required under this solicitation, including transportation/shipping costs and all costs associated with the scanning and digitizing process. 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 listed in the Exhibit A/Pricing Sheet. In the event of a bidder’s miscalculation, the unit price will prevail, and the Court reserves the right to make mathematical corrections based on unit price(s). Pricing will remain unchanged for the term of the contract.

Pricing Sheet

Bidder shall enter “NC” (no charge) for materials and services which the bidder will supply at no charge to the UCS. Bidder must bid on all categories and items or its bid response will be disqualified.

Price Adjustments

Pricing shall remain unchanged for the term of the project.

Billing and Payment

Vendor shall send true and accurate invoices by email to **Anthony Biscotto, Management Analyst at ABISCOTT@NYCOURTS.GOV.**

Payment shall be made monthly in arrears and shall be made within thirty (30) days of submission by Vendor and approval by the Court of invoices satisfactory to the Court and the Office of the State Comptroller.

V. PROGRAM REQUIREMENTS AND SCOPE OF SERVICES

1. Description of Records

Family Court Records – Majority of the records are either letter or legal-sized paper with an occasional smaller-size attachment. If envelopes are encountered with or without documents inside, only need to scan front of envelope. If Exhibits are encountered just set them aside (do not scan).

Documents are generally in good shape. Most pages are stapled and some occasionally have paperclips. Most pages are one-sided, but there might be some with duplex images. Each file folder has a unique file number (which needs to be the main search) Each packet within the file folder contain a Docket Number, (which is the second search field). PDF should be multi-page searchable.

2. General

Volume

Records consist of standard-sized boxes with three types of records:

- 1. Adoption Files 110 Boxes 275,000 images**
- 2. Juvenile Files 154 Boxes 523,600 images**
- 3. Adult Fat Files 104 Boxes 312,000 images**

Boxes will be labeled by Box Number, File Series and File Number.

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Confidential Records

The Contractor shall maintain strict security controls, even regarding their internal staff, for any confidential and sealed records.

Records Management Policy 9

The Contractor shall comply with UCS Records Management Policy # 9, *Guidelines for Electronic Records*, which is available at

<http://www.nycourts.gov/admin/recordsmanagement/policies/Policy9.pdf>.

Compliance with Storage Facility Standards

The Contractor shall also comply with UCS publication *Essential Components of an Efficient Records Storage Facility* are available at

www.nycourts.gov/admin/recordsmanagement/pubs_training/essential-comp-rec-storage.pdf.

3. Standards for Producing Digitized Files

Required Files

The Contractor shall provide the Court with one unredacted digital copy of every file within the records being digitized.

Document Preparation

All documents will be appropriately prepared for imaging by the Contractor (through the removal of paper clips and staples, flattening, mending, etc.).

Document Flatness

The Contractor shall digitize all documents absolutely flat and shadow-free, including any folded, creased, or rolled documents

Quality of Images

The Contractor shall ensure every line and character on each page of each document is captured in a respective digital image.

File Integrity

Unless otherwise specified, the Contractor shall maintain the paper documents in their existing file order, as received, before, during and after the digitization, with the exception that corrections to the file order resulting from preparation for digitization be maintained in the subsequent re-filing. Fasteners (staples, clips, tape, etc.) removed in preparation should not be restored. The Contractor must check file integrity before digitization to ensure proper document order.

File Format

The Contractor shall create a digital version of each document that complies with PDF/A standard (with PDF/A-1b being the lowest acceptable conformance level).

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Optical Character Recognition

The Contractor shall perform optical character recognition (OCR) or intelligent character recognition (ICR) on each page of each digital document to convert digitized images of text into searchable electronic text. Such conversion will have the goal of achieving, if not absolutely achieving, 95% accuracy as measured by character count. This accuracy rate will apply to clean machine-printed documents, not to damaged or dirty documents, and not at all to handwritten documents or handwritten elements of otherwise machine-printed documents.

Correcting OCR Output

If the Contractor believes it may not have met the OCR accuracy threshold of 95%, it may correct the OCR output against the original text by any means that does not alter the digital image within the PDF/A.

Image and Document Compression

Any compression technique used by the Contractor must be a non-proprietary, lossless compression method that does not remove data or otherwise alter the appearance of the original image, such as ITU-T (formerly CCITT Group IV) or JPEG 2000 encoding. Lossy compression techniques are not acceptable for image compression.

Imaging Resolution

The Contractor shall capture images of pages of paper documents at a minimum native optical imaging resolution of 300 pixels per inch.

Image Pixel Bit Depth

The Contractor shall capture images of pages of paper documents at a depth of one bit per pixel to produce binary (or pure black and white) images, with multi-page searchable PDF images.

Image Enhancement

In most cases, the Contractor must not employ image enhancement during or after the imaging process because such processes may call into question the integrity of the digital surrogates produced. However, some specified modifications of the original digital image are acceptable. If image quality cannot be enhanced through acceptable techniques, the Contractor must redigitize the document.

Digital enhancement techniques commonly used in imaging software (deskewing, cropping image data beyond the document's content, and rotating an image to the proper orientation) are allowed insofar as the information on the record image is not altered by such processes. Proper image orientation for optimal viewing must be maintained: portrait or landscape orientation, as appropriate. All documents must be digitized at their original size.

The Contractor shall use no image enhancement techniques if these will alter existing content of the original document. Such techniques include sharpening, retouching, or otherwise adding or removing information from the images.

Digitization Procedures

The Contractor must create a single digital document for each individual paper document in a case file.

4. Confidential and Sealed Case Files

Confidential records will be stamped "CONFIDENTIAL" on the case covers and on the inventory sheet that accompanies the records.

Sealed records, which are more sensitive than confidential records and cannot be viewed by anyone without a court order, should not be transferred to the Contractor. If sealed records, which are marked "SEALED," are accidentally sent to the Contractor, the Contractor must not digitize any of them and must contact the Court immediately if it finds any files so marked.

The Contractor must maintain confidential records and metadata related to them separate from open records and any metadata for those open records. Confidential records may be viewed by the Contractor only during the process of digitization and indexing and the process of verifying and correcting the same.

The Contractor must store the digital files (both the PDFs and the indexes) of confidential records separate from the open records. The Contractor must transfer these digital files to Court on removable media separate from those for the open records. That removable media must be clearly marked "HIGH SECURITY."

5. Indexing and Metadata

Index Structure

Any index database must be a simple flat file that identifies the title of every field within it. The Contractor must store indexing data in a non-proprietary format to allow its transfer to other systems and databases as needed. Each record within the file must be associated with the respective digital document or case file via its unique filename.

File naming

The Contractor must give each individual document or file a filename according to the following requirements of the Court:

JUVENILE AND ADULT FAT FILES - FILE NUMBER THEN DOCKET NUMBER.

ADOPTION RECORDS - DOCKET NUMBER ONLY.

Folder Structure

The Contractor will store the resulting files in a digital file structure outlined here:

JUVENILE AND ADULT FAT FILES - ONE FOLDER FOR EACH FILE NUMBER.

ADOPTION RECORDS - ONE FOLDER FOR EACH DOCKET NUMBER.

Production Metadata

The Contractor will produce a database of metadata for each case file and each document thereunder. The Contractor will obtain information from the storage boxes and files themselves.

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The Contractor shall create a database consisting of the following fields for each document and of the corresponding data for each field: **(Same as File Name)**

Metadata Accuracy

The Contractor will create the metadata with the goal of achieving, if not absolutely achieving, 95% accuracy as measured by character count. The Contractor may use double-blind data entry, or any other system that produces the same results, to ensure this rate of accuracy.

6. Quality Assurance

Notification of Errors

The Court will inform the Contractor of any defective digitized files or of any metadata errors that it discovers within a month of receipt of any set of files or metadata received from the Contractor.

Defective Digitized File

If the Court notifies the Contractor that any digital file received from the Contractor has failed to meet all contractual requirements, the Contractor will correct same within thirty (30) days from the date of such notification at no additional cost to UCS.

Metadata Correction

The Court will conduct quality control of the database and correct minor errors to the data. However, if the Court identifies the metadata as having significant errors or omissions, the Court will identify these needs to the Contractor and require the Contractor to correct and resubmit the metadata database, which Contractor will correct at no additional cost.

Facilities Inspection

The Court reserves the right to inspect, during regular operating hours, the Contractor's worksite before and at any time during the performance of a contract to ensure the Contractor's production and quality control capabilities.

Contractor's Quality Assurance Process

The Contractor must describe its quality assurance process used to verify high-quality images of digitized documents. This quality process must include the review of every digitized page.

UCS Review of Images

The Court has the absolute right, after inspection, to reject any images determined not to meet the requirements of these guidelines. In such cases, the contractor must redigitize the respective documents at its own expense.

Contractor Inspection of Produce

The Contractor must inspect each individual image, disc, tape, or other storage medium for compliance with the requirements herein, including resolution, image quality, accuracy of the index, and general workmanship. The Contractor must include an inspection report or certification covering each disc, tape, or other storage medium or transfer protocol used for each shipment.

File Order

Unless otherwise specified, the Contractor must maintain the original documents in their existing

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file order before, during, and after imaging. The Contractor must return the documents to the original storage containers in the same order that existed before imaging, except that the Contractor must maintain an accounting of any corrections to file order made during the preparation for imaging. The Contractor must not restore any fasteners (staples, clips, tape, etc.) removed during document preparation.

7. Handling, Transfer, Storage, and Security

The Contractor must treat all documents with care to ensure that they are not rearranged, damaged, lost, destroyed, or stolen.

The individual courts or units of UCS will pack the original paper documents into boxes and inform the Contractor when the documents are ready for transfer. The Contractor shall either pick up and transfer the documents to its own facility or it shall pay for shipping to its facility.

Under no circumstances will the Contractor share any documents or their contents or copy or transfer any documents or their contents to another organization or individual outside of the Court without prior written permission from the Court.

The Contractor must maintain a tracking system for instant tracking of the Court's shipments. The Contractor must explain the cataloging or tracking process used to ensure the same documents and the same numbers of documents are returned as were shipped out.

The Contractor must make all efforts to apply the best industry practices to eliminate the risk of documents' being lost during transfer.

All work must be performed at the Contractor's facilities, unless prior written agreement is made with the Court.

Any removable media used to transfer images between the Contractor and the Court must be properly labeled. At a minimum, the following information must be included on a label on each piece of storage media used to transfer images and index data:

Name of the Court – Erie County Family Court

Records Series Title: Adoption Records, Juvenile Files & Adult Fat Files

Security Level - High

Confidential records must be stored on discs separate from discs holding open records. All confidential records must be identified as High security, and all open records must be identified as Low security.

The Contractor shall transfer scanned files to the Court at a time and on a schedule set by or agreed to by the Court.

The Contractor must consistently and continuously maintain control over the physical and electronic court records provided to them or created as a result of the work performed under the scope of the project.

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The Contractor must store all documents in a secure environment, with protection from damage due to the elements, human error, and other possible threats.

The Contractor's records storage facility must have a working security system that includes protection from burglary, fire, and other events that may cause harm to the documents.

The Contractor's records storage facility must have protection from water damage due to outside elements.

8. Contractor Equipment Maintenance and Inspection and Access to Records

General Guidelines

The Contractor must regularly maintain and inspect its digital imaging equipment to ensure all of it is in good working order, and the Contractor must maintain logs of such activities. These equipment maintenance logs must note any problems identified with each piece of equipment and the steps taken to eliminate each problem. When applicable, the Contractor must follow the relevant manufacturer's guidelines for equipment maintenance or explain why its differing processes are more reliable than those of the manufacturer.

Scanner and Camera Maintenance

The Contractor will provide Court, upon the Court's request, a copy of the equipment maintenance logs demonstrating that the Contractor is regularly inspecting all scanners and cameras used for digital imaging at least monthly to ensure they are clean and in good working order.

Reference Targets

To assess the functioning of digital imaging scanners and cameras, the Contractor must employ targets that include photographic reference standards (for assessing, at minimum, grayscale tone and color accuracy and lighting evenness).

Lighting

The Contractor must ensure the evenness of lighting for any scanner or camera used for digital imaging.

Squaring Cameras to the Object

The Contractor must ensure that any planetary digital camera used in imaging is kept square to the object being captured, and the Contractor must be able to demonstrate and explain the validity of its method for achieving squareness if asked to by the Court.

Calibration of Monitors

Any monitor used by the Contractor to view the results of digital images must be equipped with a colorimeter or similar device and its associated software and use these at least monthly to calibrate the monitor. Contractors must also visually assess the functioning of monitors periodically to ensure they are in good working order.

Imaging Process

All procedures must be performed by the Contractor in accordance with generally accepted

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standards of conversion practices. Alterations, changes, or the insertion of any new material in any document is strictly forbidden.

The Contractor will allow access to the Court's records by individuals beyond the Contractor's staff only when such access to individuals specifically named has been authorized in writing by the Court.

Access During Conversion Processing

The Contractor must complete the project in a manner that will maximize the Court's access to its records at all times.

When the Court requires access to any documents in the possession of the Contractor as a part of this project prior to the completion of the conversion, the Contractor must at the Court's request send a copy of the record to the Court within one business day from the initial request, at no additional cost. The Contractor shall email a digital copy of the requested document if the document is not legally restricted. For legally restricted records, the Contractor shall fax a copy to the Court.

9. Final Project Steps**Post-Processing**

The Contractor must place all documents and folders back into the original boxes immediately after imaging and return these to a storage area that complies with the storage requirements of these specifications. The Contractor must provide written verification that no documents were damaged and/or lost and that all information on all records remained confidential while under its control.

Distribution of Product

The Contractor will submit a copy of all index data to the Court. The Contractor **WILL SUBMIT THESE FILES ON A SOLID-STATE HARD DRIVE.**

Records Destruction

Upon the request of the Court and receipt from the Court of a signed copy of an Office of Records Management Records Disposition Request relevant to the records in question, the contractor shall dispose of the paper documents. The Contractor shall supply the Court with a disposition record indicating the date and method of destruction and an accounting of the records disposed within thirty (30) days of a request by the Court. Upon the Contractor's receipt of a signed Records Disposition form, the contractor must dispose of the documents in a manner that ensures the security and confidentiality of the information contained therein. The only two acceptable methods are destruction by shredding or by pulping (see paragraph "Destruction of Records").

The Contractor shall not dispose of or destroy any documents prior to receiving written authorization as explained in the paragraph above.

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Document Storage

All documents shall be stored by the Contractor for the entire period, from receipt of the documents until final disposition.

VI. Exhibit A/Pricing Sheet

Service by Type	Price	Per	Estimated Quantity	Overall Cost
Pre-Conversion				
Transportation (of records to vendor's facility)	\$	Box	368	
Document Preparation Simple (removing fasteners, repairing tears, unfolding, insertion of barcodes, flattening, disbinding, etc.)	\$	Box	368	
Conversion				
Imaging Paper (300 ppi black and white, including filenaming)	\$	Page	1,110,600	
Post-Conversion				
Document Destruction	\$	Box	368	
Records Storage (charges begin 60 days after the entire job is completed)	\$	Box	368	
Total Cost				\$

Company Name:

Authorized Officer's Name and Title:

Signature and Date:

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 contractor 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 contractor'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 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

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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. **UCS will initiate the vendor registration process** for the awarded contractor. Once the process is initiated, awarded contractor 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, 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

Awarded contractor(s) must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to, fire, health and safety codes, prior to and during the provision of all services under the contract resulting from this RFB/RFP.

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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.

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

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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.

References

Each bidder must provide at least 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.

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

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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 Requirements

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' Compensation Board

Bureau of Compliance

(518) 462-888266) 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

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- **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 840
 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."

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

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Auto Liability, Combined single limits	\$1 million
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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, contractors, 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.

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.

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

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

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

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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 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 contractor'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.