

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 ESP – Suite 2001, 19th Fl.
Albany, NY 12223-1450

(Agency Name and Address)

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

Bid Number: OCA/JI-251	Commodity Group:
Opening Date: 04/10/2019 Time: 3:00 pm Issue Date: 03/20/2019	Commodity Name: 2019 Summer Judicial Seminars

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:	
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)

Exhibit A/Pricing Sheet: Exhibit A/Pricing Sheet **must be fully executed and included** in bidder's proposal. Failure to do so will immediately 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

The following documents and information must be included in bidder's proposal. Failure to do so may disqualify bidder's response:

- _____ Three (3) complete copies of original bid response
- _____ Bidder's contact name
- _____ Meal descriptions
- _____ 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 New York State Unified Court System (hereafter “UCS”) Office of Court Administration (hereafter “OCA”) is soliciting sealed bids to provide hotel accommodations and conference services for attendees at **three**, three (3)-day seminars to be held in Westchester County on one of the date choices ((a) or (b)) for each of the three Seminar Options below. The decision as to which of the (a) or (b) date choices will be selected for each Seminar Options is at the sole discretion of UCS. Lodging and certain office space are needed the day prior to the first day of each seminar.

Seminar Options:

1. Seminar Option 1: (a) June 24-26, 2019 or (b) June 26-28, 2019.
2. Seminar Option 2: (a) July 15-17, 2019 or (b) July 17-19, 2019
3. Seminar Option 3: (a) July 22-24, 2019 or (b) July 24-26, 2019

Bidder **must** bid on at least one of the date choices ((a) or (b)) for **each** of the three Seminar Options and bidder **may** bid on as many additional date choices as it chooses.

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 UCS/OCA may have regarding bidder’s bid response. Bidder shall include in its bid response all forms, documents and information 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 Unified Court System

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

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

Deliver immediately to Marie-Claude Ceppi
NYS Unified Court System
Division of Financial Management
4 ESP – Suite 2001, 19th Flr
Albany, NY 12223-1450
Sealed bid - Do not open
RFB# OCA/JI-251 due April 10, 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 OCA-designated person on April 10, 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.

Do not bind or staple your bid response in any manner. Clips and rubber bands are the only acceptable methods of securing bid responses.

No-Bid Letters

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/JI-251. No-bid letters may be sent by email to mceppi@nycourts.gov. Please indicate in "Subject" field: RFB# OCA/JI-251 – 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/JI-251 - Question(s)

The deadline to submit questions is Wednesday, March 27, 2019 before 5:00 pm. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at <http://ww2.nycourts.gov/admin/bids/currentsolicitations.shtml> in the Addenda column for the appropriate solicitation and mailed to the bidders list promptly after this deadline.

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.

III. AWARD

Term of Award

1. Seminar Option 1: (a) June 24-26, 2019 or (b) June 26-28, 2019.
2. Seminar Option 2: (a) July 15-17, 2019 or (b) July 17-19, 2019
3. Seminar Option 3: (a) July 22-24, 2019 or (b) July 24-26, 2019

Method of Award

The UCS will select one bidder for either the (a) or (b) date choice for each of the above listed Seminar Options. The bidder selected will be the responsible bidder with the lowest combined dollar cost for the three date choices selected by UCS. Lowest dollar cost is defined as "Total Cost of Seminar Option" on the Exhibit A/Pricing Sheet.

In case of bidder's mathematical error, unit price will prevail. Classification of a bidder as "responsible" bidder shall be determined by the bidder's compliance with these specifications, past performance history, and any other criteria necessary and reasonable to establish the bidder's responsibility (see also VIII. General Specifications, paragraph "Responsible Bidder.")

IV. DETAILED SPECIFICATIONS

Quality of Facility

The facility's location, design, furnishings, features, organization of space, cleanliness and professionalism of staff must be of the quality appropriate for professionals at the top corporate executive level. Hotel and conference facilities shall be accessible to people with disabilities.

Site Visits

The UCS/OCA may conduct a site visit as part of its evaluation of bid responses to verify that bidder's hotel/facility meets all the requirements stated in the general and detailed specifications.

The UCS/OCA may also conduct one or more site visits to the awarded vendor(s) between the award of the purchase order(s) and the beginning of the program to ensure that the quality of services and the physical condition of the hotel/facility shall be the same or better at the time of performance as at the date of award.

Right of Cancellation

The UCS/OCA reserves the right not to hold the program at the awarded vendor's hotel/facility if UCS/OCA determines that the quality of facility has deteriorated between the award of the purchase order and the beginning of the program.

Purchase Order/Agreement

The purchase order/agreement issued to the awarded vendor(s) is subject to the approval of the NYS Office of the Comptroller.

Rates and Charges

For the duration of the program for each SEMINAR OPTION, Bidder shall quote for the services listed below. All prices must include any service and administrative charges.

Lodging: One nightly rate per room (same rate for single or double occupancy).
.

Catering/Meals: One rate per meal for standard (including vegetarian) meals and one rate per meal for kosher meals.
.

Meeting Space: One rate for the rental of all meeting space (large meeting room and all breakout rooms).

Office Space: One rate for the rental of all office space, including the Executive Conference Room,
.

Audio-visual Services: One rate for all audio-visual services.

Please see Exhibit A/Pricing Sheet. Rates must be net of taxes as the UCS is tax exempt. If there is no charge for any specified items, bidder shall indicate "no charge" or "N/C". The rates that bidder provides on the Exhibit A/Pricing Sheet must include all charges associated with the applicable service. No additional charges will be permitted.

Payments

The awarded vendor(s) must provide a master bill for all charges. Payment will be made by direct bill with payment due thirty (30) business days, not including legal holidays, from receipt of invoice. No payment or deposit of any kind will be made in advance of the event. UCS will not

consider any bid responses that require advance payment or a deposit. In the event of late payment by UCS, vendor shall be entitled to interest as specified in Article XI-A of the State Finance Law.

Subcontracting

Subcontracting and any other transfer of any duties or obligation 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.

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

V. SCOPE OF SERVICES/MATERIALS SPECIFICATIONS

See also VII. EXHIBIT B/SCOPE OF SERVICES for a table with specific dates and number of people (ppl.) for Lodging, Meals, Meeting space, Office space, Audio-visual, and Miscellaneous (Free internet/WIFI, registration space, free transportation to overflow hotel).

Guest Rooms and Overflow

Awarded contractor shall hold the guest room block exclusively for the UCS Judicial Seminar up to any agreed-upon reservation cut-off date. Internet access must be available in all guest rooms at no additional charge.

If the bidder cannot accommodate 100% of the estimated number of guests specified in this RFB, or if the actual number of overnight guests exceeds the estimated number of guests specified in this RFB and bidder cannot provide lodging for the additional overnight guests, bidder shall designate one hotel, which must be located in Westchester County and is subject to UCS approval, as an overflow hotel (Overflow Hotel). Rooms at the Overflow Hotel shall be provided on the same terms and conditions, including pricing, as bid on the RFB's Exhibit A/Pricing Sheet. The awarded hotel will be responsible for making all arrangements with the Overflow Hotel. The Overflow Hotel shall be a subcontractor of the awarded hotel and shall be subject to all terms and conditions set forth in the paragraph headed 'Subcontracting'.

If an Overflow Hotel has not been designated and approved by UCS, the awarded hotel must lodge all guests with confirmed reservations at the awarded hotel. If an Overflow Hotel has been designated and approved by UCS all guests with confirmed reservations must be lodged at either the

awarded hotel or the Overflow Hotel. The awarded hotel and the Overflow Hotel are prohibited from lodging any guest with a confirmed reservation at any other hotel.

The awarded hotel shall provide transportation to and from the overflow hotel at no charge to UCS.

Meals

The awarded vendor shall serve the following meals during each SEMINAR OPTION:

Breakfast:

- Full, hot breakfast

Lunch and dinner:

- Lunch must offer a choice of hot and cold buffet or plated lunch, including vegetarian dishes.
- Dinner must be a hot and plated dinner, including vegetarian dishes.
- Kosher dishes (30 for lunch each day 30 for dinner each night) See VII. Exhibit B/Scope of Services.
- Beverages and desserts

Morning Coffee Break:

- Assorted breakfast breads
- Pastries
- Sliced fruit
- Coffee, tea, and brewed decaf coffee

Afternoon Coffee Break:

- Hot and cold beverages
- An assortment of cookies and fruit.

Bidder shall describe each meal option they will provide. Meal descriptions must meet the requirements specified in this RFB.

Catering/Meals Space

Bidder shall provide one large meeting room/ballroom (“Large Meeting Room”) with sufficient space to comfortably hold three hundred and fifty (350) people for breakfast, lunch and dinner. AM and PM coffee breaks will be held in the public space outside the Large Meeting Room and/or the registration area (see Meeting and Office space below).

Meeting and Office Space

Meeting Space

The meeting space (the Large Meeting Room and the breakout rooms) must be available for the full

day each day of each Seminar Option, with exclusive access to the UCS judges, personnel, and invited guests.

Large Meeting Room and Registration Area

- Bidder shall provide one large meeting room/ballroom (“Large Meeting Room”) with sufficient space to comfortably hold three hundred and fifty (350) people for a plenary session. The Large Meeting Room shall be set in 3/4 rounds or 3/4 rectangular pods or classroom style and it shall provide space for a dais. It shall provide enough space for a panel of six (6) to ten (10) presenters. An auditorium sitting three hundred and fifty (350) people is acceptable for the plenary session. However, if bidder proposes an auditorium for the plenary session, a large meeting room for meals will also be required. AV equipment and services shall be provided during the plenary session as well as during lunch and dinner. Bidder must also provide audio-visual setups including flipcharts and tables in the back of the room(s) to display seminar materials.
- A public space outside the Large Meeting Room, or the Auditorium, must be available for a registration set up of six (6) six-foot (6 ft.) tables and ten (10) chairs; This registration table set-up must be available from 8:00 am to 6:00 pm on the first and the second day, and third and last day when it shall be available from 7:00 am to 3:00 pm. Electrical outlets for computers, phone and internet access must be provided.

Breakout Rooms

A total of thirteen (13) breakout rooms are required as follows:

Eight (8) breakout rooms:

- two (2) separate breakout rooms with seating for 150 people each.
- two (2) separate breakout rooms with seating for 100 people each.
- four (4) separate breakout rooms with seating for 50-75 people each.

Additional five (5) breakout rooms

- two (2) separate breakout rooms with seating for 15 people each, for consultation.
- three (3) separate breakout rooms for computer networking/wiring purposes. Small projectors and screens may be required for these three breakout rooms.

UCS/OCA will accept the Large Meeting Room being subdivided into breakout rooms for some of the eight (8) breakout rooms listed above. If some of the breakout rooms will be provided by subdividing the Large Meeting Room, bidder shall indicate how many breakout rooms will result

from such subdivision as well as how many of the breakout rooms will be separate rooms. All the above first eight breakout rooms shall be set in $\frac{3}{4}$ rounds or $\frac{3}{4}$ rectangular pods or classroom style.

Walls and folding dividers between meeting rooms shall provide sound suppression. Free internet access must be available at registration and in all meeting rooms. No separate registration table set ups are needed outside of any breakout rooms.

Office Space

All office space, except the Executive Conference Room, is needed for a total of four days, including all four days of each seminar and the day prior to the first day of each seminar. The Executive Conference Room is needed for the first, second and third day of each seminar.

Storage

Bidder shall provide the exclusive use of a lockable and secure storage space for storing and sorting of seminar materials and storing any equipment. This storage space shall be approximately 100 square feet.

Office

Bidder shall provide an office of approximately 100 square feet, lockable and secure, to accommodate twenty (20) people. This office will have WIFI and electrical outlets for six (6) computers and printers.

Executive Conference Room

Bidder shall provide one Executive Conference Room for 15-20 people. The Executive Conference Room will have WIFI and electrical outlets for computers and printers.

Security Office

Bidder shall provide an office of approximately 100 square feet, lockable and secure, to accommodate ten (10) people. This office will have WIFI and electrical outlets for charging security and medical equipment.

Printing/Photocopying

Bidder shall provide large volume printing and photocopying services on an emergency basis. Printing and photocopying cost must be included in the cost for Office Space. (See Exhibit A/Pricing Sheet, IV. Office Space.)

UCS Security Personnel

Awarded vendor shall provide access to UCS security personnel before and during the program.

Program Coordination

Bidder shall designate one professional from the hotel's convention services department to handle and oversee all aspects of the program. Bidder shall provide radio contact with the convention services department professional or designee at all times during the program. Bidder shall provide a banquet order to confirm arrangements two weeks in advance of the seminars.

Pre-Event Meeting: A pre-event meeting will be held prior to the seminar (date TBD) and must include the heads of all appropriate hotel departments that would be involved in the program.

A/V Equipment and Services for each 3-Day Seminar

For the large meeting room:

- 1 podium with mic per day
- 1-2 projection package(s) per day
- 1-2 standard wireless mic system per day
- 4-5 handheld/tabletop mics per day
- 4-6 wireless lavalier mics per day
- Technician(s), sound system, patches, and mixers, per day

For each of the first eight (8) breakout rooms:

- 1 podium with mic
- 1 standard wireless mic systems
- 1 projection package
- Technician(s), sound system, patches, and mixers in each room
- Up to three (3) additional standard wireless mic systems may be needed.

Small projectors and screens may be required for the three breakout rooms for computer training.

VI. EXHIBIT A/PRICING SHEET – separate document

VII. EXHIBIT B/SCOPE OF SERVICES – separate document

VIII. 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 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 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 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.

NYS OGS General Specifications

New York State Office of General Services (NYSOGS) General Specifications (May 2015) are incorporated herein by reference, except to the extent any provision thereof is not applicable to UCS. Any reference in the NYSOGS General Specifications to 'Commissioner' shall be deemed to refer to the Chief Administrator of the Courts or the designee of the Chief Administrator. In the event of any conflict or express or implied ambiguity between this solicitation document, including attachments hereto, and the NYSOGS General Specifications, this solicitation document shall take precedence. The NYSOGS General Specifications are available at:
<http://www.ogs.ny.gov/purchase/spg/pdfdocs/CL815.pdf>.

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.

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 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.

Indemnity

Awarded contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney's fees and the cost of legal defense) which UCS may incur by reason of: (i) awarded contractor's breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of awarded contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) awarded contractor's performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

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) 462-8882
(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 Seminar Option 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 850
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, \$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

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.

Awarded Contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the records.

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 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.