

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
 Contracts and Procurement Unit
 4 ESP – Suite 2001, 19th Floor
 Albany, NY 12223-1450

Direct Inquiries to:
 Gabrielle Tanski-Shaver
gtanski@nycourts.gov

Bid Number: RFB# OCA/CP-273	Commodity Group:
Opening Date: 10/28/2021 Time: 12:00 PM (noon)	Commodity Name: Chevrolet Tahoe 4WD (Black)
Issue Date: 10/06/2021	

Price to include delivery to: Office of Court Administration, 20 Corporate Circle, Albany, NY 12203.
 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) UCS ATTACHMENT I, III, and IV ATTACHED & INCORPORATED HEREIN.	Bidder's Quotation and Specific Description of Item Offered ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.
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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
- ☐ 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.
- ☐ Signed Document Enclosure Checklist
- ☐ Proprietary information in separate folder from bid response, if applicable

In addition, bidder shall provide:

- ☐ Bidder's contact information (Item 6, below)
- ☐ Vehicle Build Sheet
- ☐ Vehicle Manufacturer's OEM Pricelist

IMPORTANT:

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

5. Bidder Contact Information

Bidder's Primary Contact for Bid Matters:

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

6. Verification:

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

I. OVERVIEW

Purpose and Scope

The New York State Unified Court System “(UCS)”, Office of Court Administration (“OCA”) is soliciting sealed bids for the purchase of one (1), new Chevrolet Tahoe 4WD in exterior color black from pre-existing dealer inventory:

- Model year: 2021, or similar.
- Trim level: LT, or similar.

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

Key Bid Dates

EVENT	DATE
Bid Issue Date*	10/06/2021
Bid Question Due Date	10/13/2021, Noon
Bid Submission Deadline Date	10/28/2021, Noon
Estimated Purchase Order Issue Date	11/04/2021

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

II. MINIMUM QUALIFICATIONS

UCS will consider proposals submitted by manufacturer’s authorized dealers in the provision of similar commodities required under this solicitation.

III. AWARD

Term of Award

A single, one-time purchase order (“PO”) will be awarded to the successful bidder (“Awarded Contractor”) for the purchase of the awarded vehicle, subject to the approval of the NYS Comptroller.

Method of Award

Will be to the lowest dollar cost, responsible bidder determined to be in compliance with this RFB and specifications. Lowest dollar cost is defined as the Total Purchase Price, as indicated by bidders in the Exhibit A/Pricing Sheet.

Tie Bids

As Method of Award is the lowest dollar cost, the following method shall be used to decide the award of the item or service when there is a tie declared: Earliest vehicle Anticipated delivery date. Should another tie be declared, each tied bidder shall be offered a single opportunity to submit a written rebid for the respective item. The rebid must be signed by the same person executing the original response, be received within the time frame determined by the OCA, and the tie awarded to the appropriate party. Should another tie be declared, the determination of award would then default to the first winning response received.

IV. PRICING

Pricing

Price to include delivery to: Office of Court Administration, 20 Corporate Circle, Albany, NY 12203. All prices to be net and inclusive of all services specified herein unless otherwise specified.

All pricing submitted pursuant to the solicitation shall be net f.o.b. destination unless otherwise expressly specified herein.

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

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

Payment

Awarded Contractor shall send true and accurate invoice for vehicle purchase to Jim Jordan, at jpjordan@nycourts.gov.

Payment shall be made within thirty (30) days of receipt and approval by UCS of invoice satisfactory to UCS and OSC.

Payment for goods delivered under the award shall be conditioned upon the acceptance and approval of such items/services, such that it is sufficiently complete in accordance with the RFB specification, so that UCS can utilize the goods for its intended purpose.

V. SCOPE OF WORK

Order

Will only be made valid if made via written purchase order by OCA.

Order Confirmation

Awarded Contractor shall provide written acknowledgement of order within five (5) business days after receipt of OCA purchase order to Jim Jordan, at jjordan@nycourts.gov.

Order Cancellation

UCS may cancel any order by notice to Awarded Contractor within five (5) business days of receipt of Awarded Contractor's written acknowledgment, in its sole discretion.

Anticipated Delivery Date

Anticipated delivery date is to be included in bidder's response where specified on Exhibit A Pricing Sheet.

Actual Delivery Date

Awarded Contractor shall furnish the Authorized User with written acknowledgement of the **actual** delivery date (which shall not be later than the anticipated delivery date, and shall not be earlier than such date, unless agreed to in writing by OCA) at least two weeks prior to shipment. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.

If shipment will not be made by the reported actual delivery date, the Awarded Contractor must notify OCA in writing at least two weeks prior to the anticipated delivery date. Such notification must state the latest date the vehicle will be shipped. Should the delay not be acceptable to OCA, OCA may cancel such order within five (5) business days of receipt thereof (or if no such notice is timely delivered, at any time after the anticipated delivery date).

Delivery

Vehicle delivery shall be made to NYS Unified Court System, Office of Court Administration, Records Center, 20 Corporate Circle, Albany, NY 12203.

Condition Upon Delivery

Vehicle furnished under this RFB shall be new, of good quality and in safe operating condition, and shall comply with current Federal Motor Vehicle Safety Standards applicable to the vehicle, as well as applicable specifications and requirements of the RFB. "New" shall mean factory

produced and assembled for the first time; i.e., not previously sold, rented or used, in part or in whole; new car window sticker shall be properly affixed to vehicle.

OCA may accept offers of vehicles used as demonstration or floor models, provided the vehicle mileage does not exceed what is set forth below (see: Odometer), and new car window sticker shall be properly affixed to vehicle.

Warranty

Vehicle shall be covered under the manufacturer's standard warranty for new vehicles delivered. The manufacturer's standard warranty period for all coverage shall begin on the Acceptance Date (defined below).

Equipment

Vehicle must be equipped with all standard equipment specified by the manufacturer for the make, model, and trim, regardless of whether they are included in the specifications herein. When optional equipment is specified, all components listed in the manufacturer's data book, as being included with the option shall be furnished. All equipment must be OEM factory installed, or if other than standard equipment, installed by a factory authorized dealer.

Operator's Manual

Awarded Contractor shall furnish one operator's manual with vehicle.

Emissions Control

Vehicle and engine shall comply with the regulations of the Environmental Protection Agency and the State of New York governing Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines in effect on the date of manufacture.

Motor Vehicle Regulation

Vehicle delivered shall comply with all applicable laws and regulations of the State of New York and the Federal Government in effect on the date of manufacture.

New York State DMV Inspection

Vehicle must be delivered with complete NYS Motor Vehicle Inspection. In the event that a vehicle is not properly inspected, or if the New York State Department of Motor Vehicles inspection sticker is not properly affixed, OCA may, at its option: (a) have the vehicle inspected and deduct \$250 from the purchase invoice payable to cover the cost of the inspection and to compensate for time or (b) return and/or not accept the vehicle.

Odometer

At point of acceptance the vehicle odometer reading shall not exceed, in miles, the distance between the Contractor's place of business and the point of delivery plus 100 miles. In the event a vehicle is delivered with mileage exceeding such amounts \$5.00 for each mile up to 150 miles and \$10.00 each mile over 150 miles will be deducted from each purchase order. Vehicles exceeding the aforementioned miles by more than 300 miles may be rejected.

Fuel

Vehicle shall be delivered with a full tank of gas.

Service

Vehicle must be delivered "Ready for Use." Prior to delivery, vehicle shall be completely serviced by the Awarded Contractor or by an authorized dealer of the manufacturer in a modern, properly equipped service shop. Service shall include not less than the following:

- | | |
|---|--|
| <input type="checkbox"/> Lubrication, | <input type="checkbox"/> NY UCS Inspection, |
| <input type="checkbox"/> Wash, | <input type="checkbox"/> Body condition, |
| <input type="checkbox"/> Engine tune-up, | <input type="checkbox"/> and all other checks and adjustments required |
| <input type="checkbox"/> Wheel alignment, | for proper complete servicing of a new vehicle. |

If vehicle is delivered with deviations or improper servicing, the Awarded Contractor must arrange to cure any such deviations within five (5) days (exclusive of Saturdays, Sundays, and holidays) of: (i) delivery (if improper servicing is noted at such time or (ii) receipt of written notification from OCA within thirty (30) days of delivery. Otherwise, OCA shall, at its option, have the corrections made at Awarded Contractor's expense, or exercise such other options as may be available to OCA, including, but not limited to, rejecting the vehicle.

Inspection/Acceptance of Vehicle

Inspection:

OCA shall inspect vehicle promptly upon delivery. If the vehicle does not meet all applicable specifications and requirements, the vehicle may be rejected, or, at its option, OCA may negotiate a reasonable adjustment to the purchase price with the Awarded Contractor.

Acceptance:

Acceptance of vehicle shall not be binding as to any latent defects not discoverable through physical inspection of the vehicle. If the Awarded Contractor fails to replace the vehicle or correct latent defects, OCA may (a) correct the defect or (b) return the vehicle and arrange for the purchase of a similar vehicle, in which event: (i) all charges for such vehicle shall terminate

as of the date of such return and (ii) any costs incurred may, at the option of OCA, be set off against any monies due and owing Awarded Contractor, in addition to any other remedies available.

Acceptance shall be deemed to occur on the date of delivery to, and acceptance by, OCA ("Acceptance Date") unless Awarded Contractor is notified of non-acceptance within five (5) business days of the date the vehicle is delivered.

Contractor shall secure a signed receipt from OCA certifying to delivery of vehicle in the condition required hereunder. In the event deficiencies are later noted and a properly signed receipt is not available, Awarded Contractor will be responsible for any deficiency later noted by Authorized User, whether patent or latent, irrespective of the date of notification.

Post-Delivery Service

Post-delivery service by authorized representatives of the vehicle and equipment manufacturers must be available within New York State.

All warranty service shall be provided directly through the manufacturer's authorized dealers. At the request of UCS, Contractor shall be responsible for resolving any warranty disputes between UCS and vehicle manufacturer.

Title, Registration, and Insurance of Vehicle

Pursuant to New York State Vehicle and Traffic Law, vehicles shall be titled and registered in the name of the UCS. Awarded Contractor shall bear the costs of titling the vehicle. UCS shall be responsible for costs associated with registering the vehicles.

VI. BID RESPONSE DOCUMENTS

General Requirements

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

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

A. REQUIRED BID DOCUMENTS

- 1. Vehicle Build Sheet** – The document that lists, at a minimum, for the vehicle offered: Make and model, Trim, list of all standard equipment, The MSRP of the standard base

vehicle, The MSRP and Option Code for each Option included in the vehicle, and the total NYS Base MSRP for the vehicle.

2. Vehicle Manufacturer's OEM Pricelist – The nationally published or internal document(s) issued by the vehicle manufacturer which lists, among other things, an Option Code, description and MSRP for the OEM's product line.

B. NYS BID FORMS

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

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

2. Attachment III - Vendor Responsibility Questionnaire

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

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

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

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

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 (<https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the Vendor. Once the process is initiated, Vendor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LAN_DINGPAGE.GBL?&.

4. Electronic Payments

Vendors not currently receiving electronic payments, and who wish to do so, should enroll in ePayment – New York State's electronic payment program for vendors. To do so, vendors need to log onto the Vendor Self-Service Portal and enter their bank account information. ePayments will ensure you are receiving payments faster and in a more secure manner. If you need assistance in accessing the Vendor Self-Service Portal, please contact the SFS Helpdesk at helpdesk@sfs.ny.gov or 1-877-737-4185.

5. Proof of Insurance

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

C. ADDITIONAL BID DOCUMENTS

1. Financial Stability

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

VII. BID SUBMISSION PROCEDURES

A. SUBMISSION OF PAPER BID PROPOSALS BY MAIL

Packaging, Identifying and Delivering of Bids/Proposals

Bids/Proposals must be clearly addressed and submitted to:

NYS Office of Court Administration
Division of Financial Management
Contracts and Procurement Unit
4 ESP – Suite 2001, 19th Floor
Albany, NY 12223-1450

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

Deliver immediately to Gabrielle Tanski-Shaver

Sealed bid - Do not open

RFB# OCA/CP-273 due 10/28/2021 at 12:00 PM (Noon)

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 10/28/2021 at 12:00 PM (Noon) 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.

B. SUBMISSION OF ELECTRONIC (EMAIL) BID PROPOSALS

In addition to the Bid Submission Procedures contained in sub-article A, above, bidders may submit Bid proposals electronically to:

UCS-Bid-Submissions@nycourts.gov . The email subject line must state: “Bid Proposal – OCA/CP-273” and per subsection (b) below, indicate the email sequence number, as appropriate.

Bid proposals submitted electronically must meet all requirements set forth in the bid for proposals submitted by mail, including, but not limited to, delivery on or before the Bid Submission Deadline Date and completion of required acknowledgments.

Additionally, electronically submitted Bid proposals must conform to the following requirements:

- (a) All Bid proposal documents must be in “PDF” searchable format.

- (b) The size limitation for individual emails is 25MB (megabytes) per email (including message plus attachments). If documents cannot be grouped within one .zip file and/or one email so as to conform to the 25MB size requirement, bidders may transmit Bid proposals in multiple emails, in which case, each email must be labeled "Email X of X" (e.g., "Email 1 of 3").
- (c) Notwithstanding the number of emails submitted, all Bid proposal emails must be submitted on the same date.

Bidders who submit a Bid proposal electronically will receive a reply email confirming the date and time of receipt of their submission. Bidders are advised to notify Gabrielle Tanski-Shaver at gtanski@nycourts.gov if they have not received an email response within one (1) business day after submission of their Bid proposal.

Bidder Confidential/Proprietary Information

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

No-Bids

Bidders who choose not to submit a bid are requested to send a no-bid letter to OCA, Attn: Gabrielle Tanski-Shaver, 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/CP-273. No-bid letters may be sent by email to Gabrielle Tanski Shaver at gtanski@nycourts.gov. Please indicate in "Subject" field: RFB# OCA/CP-273 – No-Bid.

Questions

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

Gabrielle Tanski-Shaver
gtanski@nycourts.gov

Please indicate in "Subject" field: "RFB# OCA/CP-273 - Question(s)."

The deadline to submit questions is 10/13/2021 at 12:00 PM (Noon). 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 "Current Solicitations", RFB# OCA/CP-273.

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.

VIII. GENERAL BID REQUIREMENTS

Online RFB/RFP Package: Disclaimer

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

Binding Nature of Bid/Proposal on Bidders

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

Estimated Quantities

Any quantities specified in this solicitation constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied.

Awarded Contractor must accept all requests for services placed by UCS during the term of an awarded contract.

Rejected and Unacceptable Bids/Proposals/Awards

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

UCS also reserves the right to reject any bidder: (i) whose facilities and/or resources are, in the opinion of OCA, inadequate, too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event

UCS may then invite the bidder with the next highest evaluation score to enter into negotiations for purposes of executing a contract.

Responsible Bidder

A bidder shall be defined as “responsible” in accordance with, but not limited to, references, past performance history, financial stability, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire), and the criteria set forth in the paragraph headed “Rejected and Unacceptable Bids/Proposals” as well as any other criteria necessary and reasonable to establish the bidder’s responsibility.

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder’s proposal and/or to determine a bidder’s compliance with the requirements of this solicitation. This clarifying information, if required in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS’s request for clarification, shall be included as a formal part of the bidder’s proposal. Clarifying information, if any, whether provided orally, visually or in writing will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder’s proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

Minor Bid Irregularities

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this bid, UCS may: (i) waive technicalities, (ii) waive minor irregularities, omissions or incompleteness in the bid or a bid response, (iii) waive any bid requirements that are unmet by all bidders; (iv) consider any and/or all alternatives and/or enhancements suggested by the successful bidder; (v) make an award under the bid in whole or in part and negotiate contract terms and conditions with the successful bidder to meet UCS requirements consistent such award.

Unified Court System Self-Insurance

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

Inspection of Bidder’s/Awarded Contractor’s Facilities

The UCS/OCA reserves the right to inspect bidder’s proposed facilities, as part of the bid evaluation. Subsequent to award, Awarded Contractor’s printing facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate court personnel.

Access to Court Facilities

Awarded Contractor must comply with all applicable location rules, policies, guidelines and procedures in order to be granted access to court facilities. Where applicable to the performance of work under an awarded contract, bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. No special accommodations can or will be made by court staff with respect to security measures, access or parking.

Subcontracting

Subcontracting and any other transfer of any duties or obligations to be performed hereunder will be permitted only with the prior written consent of UCS to the proposed subcontractors. In the event that bidder proposes to use one or more subcontractors, the specific subcontractors and the services proposed to be performed by such subcontractors, must be listed in bidder's proposal. If a bidder that proposes to use one or more subcontractors is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the bidder's proposal.

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

Implied Requirements

Products and services that are not specifically requested in this solicitation, but which are necessary to provide the functional capabilities proposed by the bidder, shall be included in the offer except as specified herein.

Silence of the Specifications

The apparent silence of the specifications contained as part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

IX. CONTRACT TERMS AND REQUIREMENTS

Contract Terms

The successful bidder shall be required to comply with the provisions set forth in this Article, as well as such other provisions contained in an agreement, in form and content satisfactory to UCS its sole discretion.

Compliance with Laws

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

Independent Contractor Status

It is expressly understood and agreed that the Awarded Contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The Awarded Contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the Awarded Contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the Awarded Contractor or any of its employees or subcontractors.

Indemnity

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

Confidentiality and Data Security

Awarded Contractor acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the Awarded Contractor by the court, or which may be otherwise encountered by Awarded Contractor shall be considered extremely confidential and shall be handled accordingly at all times. Neither the Awarded Contractor nor any of its employees, servants, vendors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of UCS. Any breach of this confidentiality by the Awarded Contractor or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by UCS and may subject the Awarded Contractor to further penalties.

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

Awarded Contractor is prohibited from maintaining confidential files and records provided to or generated by Awarded Contractor in a mobile or portable device. Remote access to the UCS Confidential Information is prohibited unless industry standard protocols for remote access are in place (e.g., SSL, VPN). In addition, Awarded Contractor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

Termination

A. EARLY TERMINATION FOR BUDGET MODIFICATION

1. If the UCS Budget ("Budget") is modified (a "Budget Modification", defined in subsection 2 below) for any State fiscal year included in the term of the awarded contract, in whole or in part (including any renewal or extension term), such that UCS determines, in its sole discretion, that it is necessary to reduce, eliminate or otherwise modify the budget allocation covering payment thereunder, UCS shall have the option to terminate the awarded contract upon not less than thirty (30) days' notice to awarded contractor, without liability for costs, expenses or damages as a result thereof.
2. For purposes of this subsection A, Budget Modification shall mean and include, with respect to the Budget or any appropriation contained therein:
 - i. any reduction, elimination or restriction upon access thereto as provided by law; or
 - ii. any restriction placed on UCS spending authority, including any restriction imposed by UCS upon itself in response to a request of the Executive or Legislative Branch of government.
3. Termination hereunder shall be further governed by the termination provisions contained in the awarded contract, as applicable.

B. EARLY TERMINATION FOR CAUSE

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the Awarded Contractor both being declared non-responsible by the UCS/UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and in the Awarded Contractor's removal from the UCS/UCS/OCA's bidders list for future solicitations.

Intellectual Property

If Awarded Contractor is required to produce specially commissioned materials pursuant to this Agreement (the "Work"), whether in written form, on tape, computer-readable media or other tangible form, Contractor acknowledges and agrees that UCS shall have the option: (i) retain a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work or (ii) be the sole owner of the Work (the Work shall be considered a "work made for hire), each of the foregoing at no additional cost to UCS.

Insurance Requirement

Awarded Contractor shall be required to maintain during the term of the contract, including any renewal terms, at their own cost and expense:

1. Workers' compensation and disability benefit insurance coverage as required under NYS law. Each vendor must provide with its proposal proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption. Vendor must obtain the appropriate Workers Compensation Board forms from its

insurance carrier or licensed agent or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. See Workers' Compensation Board website at <http://www.wcb.ny.gov> under "Forms" for a manual listing required forms and procedures. Any questions regarding workers' compensation coverage requirements or debarments should be directed to:

Workers's Compensation Board
Bureau of Compliance
(518) 462-8882
(866) 298-7830

Only the following forms will be accepted:

Proof of Workers' Compensation Coverage

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

Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance, or
- **Form DB-120.2** - Certificate of Participation in Disability Benefits Group Self-Insurance; or
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

On forms that have a space for a certificate holder to be listed, the carrier must enter:

NYS Unified Court System
Office of Court Administration
Contracts & Procurement Unit
4ESP Suite 2001 – 19th Floor
Albany, NY 12223

The insurance carrier will notify the certificate holder if a policy is canceled.

Please note: An ACORD Certificate of Insurance is not acceptable proof of NYS workers' compensation or disability benefits insurance coverage.

For additional information regarding worker's compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at: <http://www.wcb.ny.gov> under (Employers/Businesses.)"

2. Commercial General Liability Insurance (bodily injury and property damage on an occurrence basis), contractual and products/completed operations liability coverage, and auto liability with minimum limits as follows:

Bodily Injury and Property Damage	\$1 million, per occurrence, \$2 million, aggregate
Personal Injury and Advertising:	\$1 million aggregate
Contractual and Products/ Completed Operations	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

Commercial General Liability insurance coverage shall be obtained from commercial insurance carriers licensed to do business in the State of New York.

OCA/CP-273
Chevrolet Tahoe 4WD (Black)

BID OPENING DATE: 10/28/2021
BID OPENING TIME: 12:00 PM (Noon)

EXHIBIT A
PRICING SHEET

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

Price to include delivery to: Office of Court Administration, 20 Corporate Circle, Albany, NY 12203. All prices to be net and inclusive of all services specified herein unless otherwise specified.

REQUIRED:

Vehicle Make and Model: Chevrolet Tahoe 4WD

Color: Black

Model Year: 2021, or similar: _____

Trim Level: LT, or similar: _____

Anticipated Delivery Date: _____

Total Purchase Price: \$ _____

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