

## 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 – 19<sup>th</sup> Floor  
Albany, NY 12223-1450

Direct Inquiries to: Kyle Van Zutphen  
E-mail: [DFM-Fiscal@nycourts.gov](mailto:DFM-Fiscal@nycourts.gov)

<b>Bid Number:</b> <b>RFB# OCA/DFM-285</b>	<b>Commodity Group:</b>
<b>Opening Date: 08/03/2023</b>	<b>Commodity Name:</b>
<b>Time: 1:00p.m.</b>	<b>2023 Taking the Bench Town &amp; Village Justice Seminar</b>
<b>Issue Date: 07/13/2023</b>	

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" (APRIL 2016) ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)  <b><u>UCS ATTACHMENT I, III, and IV ATTACHED &amp; INCORPORATED HEREIN.</u></b>	Bidder's Quotation and Specific Description of Item Offered  <b><u>ALL BID RESPONSES MUST BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.</u></b>
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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.
- \_\_\_\_\_ Three (3) complete photocopies of original bid response
- \_\_\_\_\_ Signed Document Enclosure Checklist
- \_\_\_\_\_ Proprietary information in separate folder from bid response, if applicable

In addition, bidder shall provide (See: Item VI., A., below):

- \_\_\_\_\_ 1. Narrative Description – Organizational Experience/Capacity
- \_\_\_\_\_ 2. Listing of References
- \_\_\_\_\_ 3. Bidder's Contact Information
- \_\_\_\_\_ 4. Food and Beverage Descriptions

**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:**

<b>Authorized representative of Bidder must complete and sign below to verify submission of all documents required per the Document Enclosure Checklist:</b>	
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 hotel accommodations and conference services for approximately one hundred and fifty (150) attendees for a five (5)-day seminar to be held in New York State on the date below.

### Seminar Dates

Monday, December 11 – Friday, December 15, 2023

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

### Key Bid Dates\*

EVENT	DATE
Bid Issue Date	Thursday, 07/13/2023
Bid Question Due Date	Friday, 07/21/2023 at 1:00 p.m.
Bid Submission Deadline Date	Thursday, 08/03/2023 at 1:00 p.m.
Estimated Contract Start Date/Issuance of Purchase Order	Monday, 11/27/2023

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

## II. MINIMUM QUALIFICATIONS

### Location

Due to the need for UCS personnel to travel to and from the Office of Justice Court Support office routinely during the conference, the conference location must be within a three-mile radius of 187 Wolf Road.

### Quality of Hotel

The location, design, furnishings, features, organization of space, cleanliness, and professionalism of staff of the bidder’s hotel must be of the quality appropriate for professionals

at the top corporate executive level. Hotel and conference facilities must be accessible to people with disabilities.

### **Pre-Award Site Visit**

The UCS/OCA reserves the right to conduct a site visit as part of its bid response evaluation to verify that bidder's hotel, including an Overflow Hotel as defined herein, meet all the requirements stated in the general and detailed specifications.

### **Post-Award Site Visit(s)**

The UCS/OCA reserves the right to conduct one or more site visits to the Awarded Contractor's hotel (and any Overflow Hotel) prior to 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 to, at any time, terminate an awarded purchase order and cancel the booking and use of the Hotel, in whole or in part, without the imposition of cancellation fees or any other liability, if the Hotel is not in material compliance with the requirements and specifications set forth herein. This includes UCS/OCA's right not to hold the program at the Awarded Contractor's hotel if UCS/OCA determines that the quality of the hotel has deteriorated between the award of the purchase order and the beginning of the seminars.

### **Right of Room Reduction**

UCS/OCA shall have the right to reduce the total number of room nights awarded to any bidder for any reasons or no reason by up to 20% without penalty.

## **III. AWARD**

### **Term of Award**

One or more purchase orders will be made to the successful bidder ("Awarded Contractor") for the dates below. The purchase order(s) is/are subject to the approval of the NYS Comptroller.

Seminar Dates: Monday, December 11 – Friday, December 15, 2023

### **Method of Award**

One or more purchase orders will be awarded to the lowest dollar cost, responsible bidder determined to be in compliance with this RFB and specifications. Lowest dollar cost is defined as the lowest Grand Total Cost of all estimated services to be performed for the seminars, as indicated by bidders in the Exhibit A/Pricing Sheet. The term "contract" as used in this RFB

shall mean this solicitation, the awarded bidder's proposal, as accepted by UCS, and any resulting purchase order(s) or other writing as approved by OSC.

## **IV. PRICING**

### **Pricing**

All pricing submitted pursuant to the solicitation shall be net f.o.b. destination unless otherwise expressly specified herein. Pricing must include service and administrative charges. UCS is NYS tax exempt.

Other than 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 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.) If there is no charge for any specified items, bidder should indicate 'no charge' or N/C. Pricing in the awarded contract for amounts in increments not equal to pricing units indicated in the Pricing Sheet will be prorated accordingly. The rates that bidder provides on the Exhibit A/Pricing Sheet must include all charges associated with the applicable service, including but not limited to service and administrative charges. No additional charges will be permitted.

### **Payment**

The Awarded Contractor must provide a master bill for all charges to [DFM-Fiscal@nycourts.gov](mailto:DFM-Fiscal@nycourts.gov). Payment will be made by direct bill with payment due thirty (30) business days, not including legal holidays, from receipt of approved 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, Awarded Contractor shall be entitled to interest as specified in Article XI-A of the State Finance Law.

## **V. SCOPE OF WORK**

### **Statement of Work**

Awarded Contractor shall provide hotel accommodations and conference services as set forth below and in the summary overview charts in Exhibit B Scope of Services.

## **LODGING REQUIREMENTS**

### **1. Guest Rooms**

Awarded Contractor shall hold the guest room block exclusively for the UCS up to any agreed-upon reservation cut-off date that is not earlier than three weeks in advance of the start date. Guest room rates shall be quoted as one nightly rate per room (same rate for single or double occupancy), inclusive of any service and administrative charges. Internet access must be available in all guest rooms at no additional charge.

### **2. Overflow**

If the bidder cannot accommodate 100% of the estimated number of guest rooms specified in this RFB, or if the actual number of overnight guests exceeds the estimated number of guest rooms specified in this RFB and bidder cannot provide lodging for the additional overnight guests, bidder shall designate one or more hotels, which must be located within reasonably close proximity to the awarded hotel, as determined by UCS in its sole discretion, for UCS approval as an overflow hotel (Overflow Hotel). Overflow Hotel shall be used for overnight accommodations and parking only and must be offered on the same terms and conditions, (except for the addition of transportation as described below) including price, as listed in the RFB's Exhibit A/Pricing Sheet. The Awarded Contractor will be responsible for making all arrangements with the Overflow Hotel. The Overflow Hotel shall be a subcontractor of the Awarded Contractor and shall be subject to all terms and conditions set forth in the Section VIII, "Subcontracting."

Complimentary twice-daily (a.m. and p.m.) transportation must also be provided to and from the awarded hotel for UCS guests staying at the Overflow Hotel.

While Bidders may propose use of more than one Overflow Hotel, the use of such Overflow Hotels should be minimized. If an Overflow Hotel has not been designated and approved by UCS, the Awarded Contractor 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.

## **DINING REQUIREMENTS**

### **1. FOOD & BEVERAGE SERVICE**

Awarded Contractor shall provide a banquet order to confirm arrangements two weeks in advance of the seminars.

#### **A. Breakfast**

A full, hot breakfast shall be provided, as well as hot and cold beverages including coffee, tea and brewed decaf coffee and assorted juices.



### **B. Morning Coffee Break**

An assortment of breakfast breads, pastries, and sliced fruit shall be provided including coffee, tea and brewed decaf coffee.

### **C. Lunch**

Hot and cold buffet (or plated meal), vegetarian and Kosher meal options shall be provided as well as hot and cold beverages including coffee, tea and brewed decaf coffee, assorted sodas, water and juices, and an assortment of desserts.

### **D. Afternoon Coffee Break**

An assortment of cookies and fruit shall be provided as well as hot and cold beverages including coffee, tea and brewed decaf coffee.

## **Food & Beverage Service per Day**

### **Day 1**

- a. **Breakfast:** One hundred and fifty (150)
- b. **Morning Coffee Break:** One hundred and fifty (150)
- c. **Lunch:** One hundred and fifty (150)
- d. **Afternoon Coffee Break:** One hundred and fifty (150)

### **Day 2**

- a. **Breakfast:** One hundred and fifty (150)
- b. **Morning Coffee Break:** One hundred and fifty (150)
- c. **Lunch:** One hundred and fifty (150)
- d. **Afternoon Coffee Break:** One hundred and fifty (150)

### **Day 3**

- a. **Breakfast:** One hundred and fifty (150)
- b. **Morning Coffee Break:** One hundred and fifty (150)
- c. **Lunch:** One hundred and fifty (150)
- d. **Afternoon Coffee Break:** One hundred and fifty (150)

### **Day 4**

- a. **Breakfast:** One hundred and fifty (150)
- b. **Morning Coffee Break:** One hundred and fifty (150)
- c. **Lunch:** One hundred and fifty (150)
- d. **Afternoon Coffee Break:** One hundred and fifty (150)

### **Day 5**

- a. **Breakfast:** One hundred and fifty (150)
- b. **Morning Coffee Break:** One hundred and fifty (150)
- c. **Lunch:** One hundred and fifty (150)

- d. **Afternoon Coffee Break:** One hundred and fifty (150)

## **2. DINING SPACE**

One space designated for dining only shall be provided with sufficient room to comfortably hold the required number of people as described above, seated at round dining tables for breakfast and lunch. If the space provided is not private, walls and folding dividers shall be provided for sound suppression.

Morning and afternoon coffee breaks shall be held in the public space/registration area.

## **CONFERENCE SERVICES REQUIREMENTS**

### **1. MEETING SPACE**

Bidder must offer a daily rate for each day of the seminar for the required meeting space.

#### **Seminar Meeting Space Availability**

Unless specified otherwise below, all required meeting spaces must be available for the full day during each day of the seminar, with exclusive access to the UCS judges, personnel, and invited guests.

#### **A. Registration Space**

A public space in reasonably close proximity to the meeting space described below shall be provided as a registration area, with two (2) six-foot (6 ft.) tables and six (6) chairs, with electrical outlets for computers and phones and WIFI. The registration area shall be available to UCS staff from 7:30 am – 6:00 pm for each of the five days.

#### **B. Large Meeting Room, 150 seat capacity**

One (1) large space shall be provided for each of the five days with sufficient room to comfortably hold one hundred and fifty (150) people seated classroom style for a plenary session. A dais set up for a panel of six (6) to ten (10) presenters, and separate, designated tables for display of seminar materials.

## **2. AUDIO-VISUAL EQUIPMENT & SERVICES**

Bidder must offer a daily rate for each day for all audio-visual equipment and services required in this section.

The seminar will require audio-visual equipment and services (see below and Exhibit B Scope of Services). The requirements vary by day and meeting space. The following audio-visual equipment & services shall be provided for each meeting space below.

**Large Meeting Room (up to 150 people):**

- One (1) podium
- One (1) projection package,
- One (1) handheld wireless microphone,
- Two (2) wireless lavalier microphones,
- Sound system, patches, mixers and a sufficient number of technicians to operate the equipment for the duration.

**MISCELLANEOUS REQUIREMENTS**

**A. Parking**

Parking shall be provided for all UCS guests with confirmed reservations for the duration of each five (5) day seminar, as further specified below. Approximately thirty (30) additional parking spaces shall be provided for UCS attendees, faculty, security and staff for each day of the 5-day seminar. Bidder must offer a per parking spot rate for the required parking spots for each day of the seminar as set forth below and in the summary overview charts in Exhibit B Scope of Services.

**Day 1, Day 2, Day 3, Day 4 & Day 5 – 900 total parking spaces:**

1. **Guests with confirmed reservations: 150**
2. **UCS attendees, faculty, security, and staff: 30**

**B. Complimentary Luggage Storage**

Complimentary early check-in and/or late check-out luggage storage shall be provided for all UCS guests for the duration of the five (5) day seminar.

**C. Internet service**

Complimentary Internet/WIFI service shall be provided to the UCS throughout the hotel, including guest rooms, for the duration of the five (5) day seminar.

**D. Hotel Program Coordination**

Awarded contractor shall designate one professional from the hotel's convention services department to handle and oversee all aspects of the program. The UCS shall be provided radio contact with the convention services department professional or designee at all times during the program.

## **E. 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.

## **VI. BID RESPONSE DOCUMENTS**

### **General Requirements**

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

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

### **A. REQUIRED BID DOCUMENTS**

#### **1. Narrative Description - Organizational Experience/Capacity**

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

#### **2. References**

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

#### **3. Bidder Contact Information**

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

#### **4. Food & Beverage Descriptions**

Bidder must provide a description of the meals proposed to be provided where noted on the Exhibit A/Pricing Sheet.

### **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/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](mailto:ITServiceDesk@osc.state.ny.us).

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFB/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](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

### 3. New York State Vendor File Registration

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

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

**If the bidder is not currently registered in the Vendor File**, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form ([http://www.osc.state.ny.us/vendors/forms/ac3237s\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf)) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the Vendor. Once the process is initiated, Vendor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: [http://www.osc.state.ny.us/vendor\\_management/](http://www.osc.state.ny.us/vendor_management/).

### 4. Electronic Payments

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

### 5. Proof of Insurance

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

## C. ADDITIONAL BID DOCUMENTS

### 1. Financial Stability

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

## **VII. BID SUBMISSION PROCEDURES**

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

Bids/Proposals must be clearly addressed and submitted in hard copy to:

Kyle Van Zutphen  
NYS Unified Court System  
Office of Court Administration  
4 ESP - Suite 2001, 19<sup>th</sup> Floor  
Albany, NY 12223-1450

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

Deliver immediately to Kyle Van Zutphen  
Sealed bid - Do not open  
RFB# OCA/DFM-285 due Thursday, August 3, 2023 at 1:00 p.m.

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by Thursday, August 3, 2023 at 1:00 p.m. at the latest or bids will be declared late bids and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

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

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

### **No-Bids**

Bidders are requested to send a no-bid letter to OCA, Attn: Kyle Van Zutphen, 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/DFM-285. No-bid letters may be sent by email to [DFM-Fiscal@nycourts.gov](mailto:DFM-Fiscal@nycourts.gov). Please indicate in "Subject" field: RFB# OCA/DFM-285– No Bid.

A pre-bid conference will not be held.

## **Bid Opening**

Bid openings are open to the public and anyone may attend. The bid opening for this RFB will be virtual. Any bidder or member of the public who wishes to participate in the virtual bid opening must RSVP by email to Kyle Van Zutphen at [DFM-Fiscal@nycourts.gov](mailto:DFM-Fiscal@nycourts.gov) by **August 1, 2023 at 12:00pm**. A reply email containing a Microsoft Teams invitation link will be sent to participating bidders or members of the public prior to the bid opening date. The invitation will include a telephone call-in number to enable audio-only participation.

## **Questions**

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

[DFM-Fiscal@nycourts.gov](mailto:DFM-Fiscal@nycourts.gov)

Please indicate in "Subject" field: "RFB# OCA/DFM-285 - Question(s)."

The deadline to submit questions is **Friday, July 21, 2023 at 1:00 p.m.** A written response to all submitted questions in the form of a Questions & Answers (Q&A) sheet will be posted shortly after the deadline on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under RFB# OCA/DFM-285.

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

### **Binding Nature of Bid/Proposal on Bidders**

All bids/proposals shall remain binding on bidders until such time as UCS/OCA provides written notification of its intent to award the contract to a specific bidder or until the bidder requests a



withdrawal of its bid/proposal in writing, and such withdrawal is accepted by UCS/OCA in its sole discretion in accordance with applicable law, 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.

### **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 agreement within a timeframe acceptable to the UCS, in which event UCS may then invite the bidder that is the next lowest cost responsible and responsive bidder 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 with 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 facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate court personnel.

### **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. Subcontractor(s) may be required to provide evidence of insurance, as applicable, prior to UCS approval.

### **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 Awarded Contractor 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 in 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 Awarded 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 UCS/OCA, 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 under this RFB 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 under this RFB 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. 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. Notwithstanding any other provision contained in this RFB, 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 under this RFB, 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
- i. 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.
- ii. 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/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, Awarded Contractor acknowledges and agrees that UCS shall have the option to: (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 the following insurance during the term of the contract awarded pursuant to this RFB, 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 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  
4 ESP - Suite 2001, 19<sup>th</sup> Floor  
Albany, NY 12223-1450

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.

## **X. EXHIBIT A/PRICING SHEET (Next Page)**

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.

Pricing, with the exception of C. Meeting Space, D. Registration Space, and E. Audio-visual Equipment & Services, must be quoted on a per unit basis.

All rates must be inclusive of any service and administrative charges. UCS is NYS tax exempt.

When bidder does not charge for any specified item, it shall indicate “N/C” or “No charge” on the appropriate line. The UCS will not pay for any charges that are not included in bidder’s rate. In the event of a bidder’s mathematical error, unit price will prevail.