

RFB# 8JD IT MAINT 3.03.20 - Automation Equipment Maintenance Contract

Bid Opening at 3:00pm on March 24, 2020 RFB# 8JD IT MAINT

DOCUMENT ENCLOSURE CHECKLIST

_____ Bid Response Form **must be fully executed and included** in bidder's proposal. (Failure to do so will immediately disqualify bidder's response.)

The following documents 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 with original signature

_____ Attachment I - Standard Request for Bid Clauses & Forms

☐ pg. 3 - Non-Collusive Bidding Certificate

☐ pg. 4 - Corporate Acknowledgment

N/A Attachment II - Not Applicable

_____ Attachment III - Vendor Responsibility Questionnaire

☐ Paper Questionnaire attached, or

☐ Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening date

_____ Attachment IV - Procurement Lobbying forms

☐ Disclosure of Prior Non-Responsibility Determination (UCS 420)

☐ Affirmation of Understanding and Agreement (UCS 421)

☐ Termination Clause (UCS 423)

_____ Pricing Sheet

_____ Certificates of NYS Workers' Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see "Insurance Requirements", in General Specifications section 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

_____ Description of company's experience and competence

_____ Disaster Recovery Program description

_____ List of at least three (3) references (names, contacts, addresses, phone numbers, emails)

_____ Original bid response + three (3) complete copies

_____ Signed Document Enclosure Checklist

To be complete, a bidder's bid response must include ALL the above documents.

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.

Bidder/Company Name: _____

Authorized Signatory Name and Title: _____

Signature: _____

Date: _____

**Automation Equipment Maintenance Contract
RFB# 8JD IT MAINT**

**Bid Opening at 3:00pm
March 24, 2020**

I. RFB# 8JD IT MAINT: DETAILED SPECIFICATIONS

Purpose and Scope:

The New York State (hereinafter “NYS”) Unified Court System (hereinafter “UCS”) 8JD Administrative Office (hereafter “8JD”) is soliciting sealed bid proposals for the purpose of establishing unlimited on-site maintenance/repair services on various pieces of automation equipment (hereafter, equipment and described in the Detailed Specifications below) for courts and related agencies in eight (8) counties located within the 8JD (see Locations and Map of NYS Judicial Districts, Exhibit II & Exhibit III respectively).

The contractor will provide on-site maintenance/repair service for all covered equipment during the 8JD's business hours, (hours depend on specific locations), Monday through Friday (except the following holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas Day), and must respond to requests for service within the time periods listed in the services requirements section contained herein.

A current (July,2019) equipment inventory (Exhibit I) is provided for informational purposes only and is intended to provide the bidder with the types of equipment that might be covered under an awarded contract.

Note: Bidders are advised that any awarded contract shall be for estimated quantities only and further, places no obligation upon the 8JD to cover any items under an awarded contract with the contractor. However, the contractor shall accept all requests for service on covered items placed by the 8JD during the term of the contract. Such orders will be considered binding upon notification to the contractor as per Technical Specifications.

Term of Award

Awarded contract will be for the period commencing April 1, 2020- March 31, 2023 (36 months). 8JD shall have the option to renew the awarded contract for two (2) additional one (1) year terms (Renewal Terms) upon the same terms and conditions, including unit cost, as set forth herein upon written agreement of the parties thirty (30) days prior to contract termination date.

In addition, 8JD further reserves the right to extend this agreement for an additional six (6) months at the end of the initial term or either of the optional one-year renewal term upon the same terms and conditions, including unit cost, as set forth herein upon written agreement of the parties thirty (30) days prior to contract termination date.

Notwithstanding anything to the foregoing, the maximum term of the contract will be five (5) years. The initial contract, renewals and extension are subject to the approval of the NYS Attorney General and the NYS Comptroller.

Questions

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

abiscott@nycourts.gov

Anthony Biscotto

“Subject” field: RFB# 8JD IT MAINT Question(s)

The deadline to submit questions is March 12, 2020 before 5:00pm. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing, with all questions received and their answers, will be posted on the UCS website at www.nycourts.gov/admin/bids.

IMPORTANT: All questions regarding this solicitation must be in writing 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 (see Attachment IV), will jeopardize the respective bidder’s standing and may cause rejection of its proposal.

Packaging, Identifying and Delivering of Bids/Proposals

Bidders may **not** submit their bid/proposal responses online.

Bids/Proposals must be clearly addressed and submitted to:

NYS Unified Court System
8JD District Office – 3rd Floor
Attention: Anthony Biscotto
92 Franklin Street
Buffalo, New York 14202

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

“Deliver immediately”
“Sealed bid - DO NOT OPEN”
“RFB#8JD IT MAINT due March 24, 2020 at 3:00pm”

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 8JD-designated person by March 24, 2020 at 3:00pm at the latest or bids will be declared a “late bid” and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

Bid Submission Deadline

The bid opening is March 24, 2020 at 3:00 p.m. EST. at the agency listed on the Request for Bid form. Bids must be received, and date stamped in by the required date and time. It is the bidder’s responsibility to ensure that bids are received by the bid opening team by 3:00pm EST. Any bids

received after the required date and time will be not accepted. No exceptions (i.e. postmarks, mail problems, weather, etc.) will be made to this rule. Bidders are welcome to attend the bid opening.

IMPORTANT: Please ensure all required documentation as stated on the Document Enclosure Checklist are attached. Failure to return any required forms or documents referenced in this solicitation may result in the rejection of bidder's response.

No-Bids

Bidders are requested to send a no-bid letter to 8JD, Attn: Anthony Biscotto, at the above address, or an email to abiscott@nycourts.gov should they decide not to answer this solicitation.

Bidders Qualifications

Bidder must have a minimum of five (5) years' experience in providing the services required under this RFB. Bidder must have Dell and HP Certified warranty providers on staff.

Additionally, no bid will be considered unless the bidder can provide trained personnel qualified to perform the services included in this solicitation who are available to perform services within the service requirement time frames detailed in Purpose and Scope.

Access to court facilities

Bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. **No special accommodations can or will be made by court staff with respect to security measures, access or parking.**

Method of Award

It is the intention of the 8JD to award the contract to a single responsible contractor. Award will be based on the lowest total cost for all services provided by a responsible contractor meeting the technical and other specifications/qualifications included in the General, Technical and Detailed Specifications. Total cost is determined by the contractor submitting the lowest Grand Total Unit cost, as listed in the Pricing Sheet.

Responsible shall be defined to include, but not be limited to, compliance with these specifications, references, bidder's performance history, financial stability, resources, cost factors, experience with comparable awards/contracts, and any other criteria necessary and reasonable to establish the bidder's responsibility. The 8JD reserves the right to require any and all information or documentation deemed necessary to determine the "responsibility" of bidder. Failure to provide such information or documentation may result in rejection of bidder's submission. Sufficient resources to ensure the ability to adhere to the contract requirements shall be a factor in the determination of the award.

Pricing

All prices are to be net and cover all parts, labor, and travel, as specified herein to the satisfaction and performance standards of the 8JD. Additionally, pricing shall be submitted only on, and in the format prescribed by, the attached Pricing Sheet. Unless specified otherwise herein, all prices shall remain unchanged during the term of the awarded contract and any subsequent renewals or extensions thereof.

Other than as expressly specified herein, there shall be no other charge, cost, reimbursement or expense of any kind payable in connection with or arising from the performance of the services set forth herein.

Pricing Sheet

Bidder must quote pricing on a unit cost basis and compute all price extensions listed in the Pricing Sheet. In the event of a bidder's miscalculation, the unit cost will prevail and 8JD reserves the right to make mathematical corrections based on unit cost. Bidder must enter a cost or "No Charge" or "N/C" for each category of pricing presented on the form; the 8JD will assume that any line left blank is "No Charge"/"No Cost".

Contractor Invoicing

On a quarterly basis, ten days prior to the start of a quarter, the awarded contractor shall prepare a summary invoice which accurately reflects the entire amount due for the district for the upcoming quarter. Contractor should invoice 8JD by the 20th of December, March, June and September, for the following quarters respectively: January – March, April – June, July – September and October – December.

The awarded contractor shall also provide the number of service calls/emails received by category type per quarter. This report will be submitted each quarter with the summary invoice.

Payments

All payments due contractor will be processed in a timely manner, by the office of the 8JD, upon receipt of an accurate and properly executed invoice from the contractor.

Note: Failure to respond to service calls within the specified time periods may, at the discretion of the 8JD, result in a twenty percent (20%) reduction of the invoiced yearly base charge of the unit involved in a service call for each day that the vendor remains out of compliance. If the contractor is not in full compliance with the terms of this contract when payment is due, payment may not be submitted until all service calls are deemed "In Compliance" by the 8JD Automation Unit staff. No interest is to be charged (and will not be paid) for any delay in payment as a result of contractor's lack of compliance with the contract.

Court and Agency Personnel

Except where noted as an option by 8JD personnel, **under no circumstances** shall any personnel employed by the courts and agencies of the 8JD, or buildings and grounds staff, perform, or assist in the performance of, any of the services required of the contractor. Contractor shall at all times be responsible for assigning an adequate number of qualified personnel for the services prescribed by the RFB and subsequent contract.

Contractor Contact

Contractor shall designate a Project Manager who will be the key contact for the 8JD courts and related offices for the term of the awarded contract.

Disaster Recovery

Awarded contractor must, maintain and employ a disaster recovery plan providing specifically for no-cost (to 8JD) restoration services for any 8JD property damage occurring in connection with any damage to 8JD equipment as a result of providing services hereunder. Such disaster recovery plan must remain in place during the term, and any renewal/extension term, of the awarded contract. Restoration is defined as either restoring property to its original condition or replacing said property.

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 the 8JD 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 the 8JD 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. The 8JD 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.

II. RFB #8JD IT MAINT: TECHNICAL SPECIFICATIONS

CURRENT EQUIPMENT INVENTORY:

An inventory of current equipment and software is provided in Exhibit I. That inventory is similar to what the vendor could reasonably expect to be covered at the initiation of the contract. It is provided for informational purposes only.

PLEASE NOTE: THE SPECIFIC EQUIPMENT CATEGORIZATION IS FOR SIMPLIFICATION OF BIDDING AND PRICING ONLY. IT IN NO WAY IS INTENDED AS A LIMITATION ON MAKES OR MODELS OF EQUIPMENT THAT CAN BE COVERED UNDER THIS CONTRACT.

NOTE:

Mileage costs are to be incorporated in the price of the bid maintenance on each category. Additional allowance for mileage costs will not be allowed under any circumstances and will automatically remove a bid from consideration.

SCOPE OF SERVICES TO BE PROVIDED

ESTABLISHMENT OF AGREEMENT FOR PROVISION OF MAINTENANCE SERVICES

- A. Vendor shall provide on-site full-service maintenance of all covered system components.
- B. The 8JD reserves the right to remove any and all covered equipment from this contract at any time if it is determined to be in the best interest of the State to do so.
- C. The 8JD reserves the right to add equipment to the awarded contract at any time and certifies that, to the best of its knowledge, any items added to this maintenance contract are in full working order at the point that they are added to the contract.
- D. The vendor will be notified no less than 5 days prior to the addition of an item to this maintenance contract. If the vendor wishes, vendor may (at the vendor's expense) travel to and inspect any items to be added to the contract. If an inspection is not completed within the 5 day

period, the vendor may not reject the addition of an item to the contract.

- E. The 8JD reserves the right to make desired modifications to covered network backbone and software. The 8JD certifies that any modifications shall be in full working order, and those modifications shall automatically become part of the covered network backbone.
- F. All replacement hardware/network backbone items must be approved by the 8JD Help Desk prior to final acceptance (this does not relieve the vendor of time requirements for the provision of replacement equipment).

HARDWARE (EQUIPMENT MAINTENANCE)

All network hardware included in Exhibit I (or added at a later time according to the terms described above in the TECHNICAL SPECIFICATIONS) is to be provided with full on-site maintenance service coverage. The vendor will repair or replace any and all materials that are malfunctioning due to any cause other than intentional misuse by court employees. The vendor will not be responsible for repair/replacement of equipment for damage caused by acts of nature or fire. The vendor will, however, be responsible for repair/replacement of equipment for damage caused by power surges, spikes and brownouts of any origin, as long as the damaged equipment was attached to a surge protector. Repairs will be made such that the equipment is fully and satisfactorily operable at the site. Any replacement equipment must be of comparable, or greater capability, and value.

The equipment must be repaired and configured (all network and operating system software installed and fully operable) as was the original condition of the equipment prior to the occurrence of the service problem. Replacement hard drives must be replaced with hard drives of an equal or greater size than that of the hard drive it is replacing.

The configuration of the covered hardware (and any operating software) will include any of the following categories:

- | | |
|--------------|---|
| CATEGORY #H1 | Microcomputer with Intel Pentium IV or higher compatible microprocessor, PCI and ISA bus compatible with add-in board, up to 8 Gig RAM, floppy drive, hard disk, parallel port(s), serial port(s), mouse port, mouse, USB ports, video graphics card, keyboard, color display(s), optical drive, Ethernet or other type of network interface card(s) as well as any operating system software and any attached peripherals with the exception of those specifically listed in the defined categories. |
| CATEGORY #H2 | Laptop microcomputer with a Pentium IV or higher compatible microprocessor with up to 8 Gig RAM, floppy drive, hard disk, sound card with speakers, optical drive, parallel port, serial port, IR port, rechargeable battery and charging device, pointing device, various PCMCIA devices, keyboard, color display(s), as well as any operating system software and any attached peripherals with the exception of those specifically listed in the defined categories. |
| CATEGORY #H3 | Microcomputer designed and built as a file server, with up to two Intel Pentium IV, XEON or higher compatible microprocessors, with up to 32 Gig RAM, EISA, PCI, PCI-E 32-bit and 64-bit bus compatible with add-in boards, optical drives, up to 2 drive controllers, hot swappable RAID controller, up to 8 terabytes of hot swappable SCSI hard drives, up to floppy drive, mainboard and all ports, mouse, battery, video graphics card, keyboard, backup tape drive, as well as any operating system software. |
| CATEGORY #H4 | Uninterruptible power supply with up to 600 watt capacity and accompanying cables, software configuration and setup. |
| CATEGORY #H5 | Uninterruptible power supply with up to 1600 watt capacity and accompanying cables, software configuration and setup. |

CATEGORY #H6	Uninterruptible power supply with up to 2400 watt capacity and accompanying cables, software configuration and setup.
CATEGORY #H7	Uninterruptible power supply with over 3000 watt capacity and accompanying cables, software configuration and setup.
CATEGORY #H8	Okidata ML 380, ML 390, Epson LQ570 or similar dot-matrix printer.
CATEGORY #H9	Personal style laser printers (e.g. HP LaserJet 1300, HP LaserJet P1505). Calls that require the replacement of a drum will not incur an additional charge. The court shall provide the toner cartridge.
CATEGORY #H10	Workgroup style printer (e.g. HP LaserJet 4250TN, HP LaserJet P3005X). Calls that require the replacement of a drum will not incur an additional charge. The court shall provide the toner cartridge.
CATEGORY #H11	Color Laser printer (e.g. HP Color Laser 4650 or similar laser printer). Calls that require the replacement of a drum will not incur an additional charge. The court shall provide the toner cartridge.
CATEGORY #H12	Multifunction Printers (e.g. HP M3035, Brother MFC-8890DW, HP M525). Calls that require the replacement of a drum will not incur an additional charge. The court shall provide the toner cartridge.
CATEGORY #H13	Computerized cash register receipt printer (similar to Star SP712). Receipt printer category also includes an automatic cash drawer.
CATEGORY #H14	Computerized cash register validator (similar to Epson TM-U295).
CATEGORY #H15	Personal Scanner (e.g. Kodak ScanMate i1120, Fujitsu ScanSnap S1500, Canon DR-C130).
CATEGORY #H16	Sheet-fed Scanner (e.g. Canon DR-3080C II, DR-6010, DR-4010).
CATEGORY #H17	Workgroup Scanner (e.g. Canon DR-7080C).
CATEGORY #H18	Hewlett Packard Digital Sender model 9100 or better.
CATEGORY #H19	Tablet (e.g. Windows Surface Pro 2, Dell Latitude 10 ST2E).

NETWORK BACKBONE MAINTENANCE

All network cabling, connectors, terminators, wall placements, jacks, 10/100/1000 UTP concentrator wiring and installation, and cable, in place at the beginning of the contract (or later added in compliance with the terms set forth in the TECHNICAL SPECIFICATIONS) may be covered under the terms of the contract. The vendor will repair or replace any and all network connectors, terminators, jacks, cable, etc. that are malfunctioning due to any cause other than intentional misuse by court employees. This will include the replacement of the cabling and/or connectors in the original location at the site. If the vendor needs to replace any network cabling, all replacement cable must meet the specifications of the original cable. Any repairs or additions/replacements to a Category 5e or 6, UTP must meet IEEE (Institute of Electrical and Electronics Engineers) standards. Network backbone repairs will be made such that the materials are fully and satisfactorily operable at the campus network site.

The materials must be repaired to the state of the materials before the service problem occurred.

Network backbone configurations will be arranged according to the following categories:

CATEGORY #B1	Twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) up to 48 nodes.
CATEGORY #B2	Twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 49 to 96 nodes.
CATEGORY #B3	Twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 97 to 288 nodes.
CATEGORY #B4	Twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 289 to 480 nodes.
CATEGORY #B5	Twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 481 to 1000 nodes.
CATEGORY #B6	Twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 1001 to 2000 nodes.

DESCRIPTION OF SERVICE REQUIREMENTS AND PERFORMANCE COMPLIANCE

- A. The vendor must at all times deal with any 8JD personnel in a polite and respectful manner.
- B. Vendor is to provide a telephone number/email address for the logging of any contractual service calls. The vendor is to have staff available to respond to either of these methods of logging calls from 8:00 am through 5:00 pm EST, Monday through Friday.
- C. When a request for maintenance service is made, the vendor will be provided with information regarding the computer or network system requiring service. Information to be provided (to the extent possible) includes 8JD Help Desk Call Tracking Number, location and contact name (Building Network Coordinator or designee)/telephone number, affected equipment serial numbers (if applicable), equipment descriptions and a description of the problems experienced. If any of the information listed above is not available, the vendor must still accept the call and respond within the time frames detailed below. Missing information can be provided if needed after the call has been completed.
- D. All requests for maintenance service are to be initiated with the vendor through the 8JD Help Desk. The vendor is to contact the 8JD Help Desk 716-845-2530, or 8jdhelp@nycourts.gov to establish a formal request for services any time that the vendor receives a problem report directly from a user at any 8JD site.
- E. When the vendor receives a request for services, the following steps MUST be followed:
The vendor must provide the 8JD Help Desk with an estimated time of arrival (ETA) of vendor personnel at the site to correct the problem. The vendor must provide this ETA within one (1) hour of the call being logged. Regardless of the ETA provided by the vendor, the response time requirements identified in Purpose and Scope will apply.

If the vendor will be more than one half (½) hour earlier or later than the ETA, the vendor must contact the 8JD Help Desk prior to original ETA and provide a new ETA. Regardless of the ETA provided by the vendor, the response time requirements identified in Purpose and Scope will apply.

Upon arrival at a 8JD site to provide maintenance services, the vendor representative must contact the Building Network Coordinator (or designee) and notify that individual that the vendor has arrived and give an overview of the course of maintenance action to be taken. This would include

any possible requirement to shut down network or other computer-related operations.

Prior to leaving a 8JD site when providing maintenance services, the vendor representative must contact the Chief Clerk of the court or their designee, and provide that individual with information regarding the status of the call. The vendor must also call the 8JD Help Desk (the call can be made on a court telephone the Building Network Coordinator will provide a line out) and give the status of the call. The vendor must make him/herself available to answer any questions posed by the 8JD Help Desk staff or the Building Network Coordinator. If the vendor will have to return to the site at a later time, the 8JD Help Desk must be provided with an ETA.

- F. In the event that any equipment must be removed from a 8JD site for repair, it will be the responsibility of the vendor to provide comparable equipment at no additional cost. Such replacement equipment must be in place and operable in a manner which is simultaneous with the removal of the 8JD equipment. It is the responsibility of the vendor to ensure that any and all software is installed on the replacement equipment (if applicable - including backing up data/programs from old equipment and installing/restoring on replacement), and that the equipment is fully bootable and operable so that the court staff can continue work using the equipment in a normal manner. The vendor is to provide the inventory information (make, model serial number, asset number) in writing for any equipment that is given to the 8JD or removed from their possession. This information should be emailed to 8jdhelp@nycourts.gov. The vendor assumes full responsibility for any damage inflicted on 8JD equipment while in the possession of the vendor.
- G. In the event that any hard disk or backup tape fails, the vendor is not to remove the hard disk or tape from the site for repair without the express approval of the 8JD Help Desk. If approval is not given, the failed hard disk or tape must be left at the site.
- H. In the event that replacement parts are required, the vendor agrees to provide any and all replacement parts required to maintain the equipment in a proper, continuous mode of operation without additional cost to the 8JD.
- I. The vendor shall be fully liable for any loss or damage to 8JD equipment resulting from performance of maintenance/repair services by vendor or its agents.
- J. The vendor must certify that any non-court owned removable media used in the course of repair or maintenance in any Eighth District equipment are virus free.
- K. Vendor must warrant that the services offered in this bid proposal will be of good workmanship, and that all parts used in the maintenance and repair of any equipment are free from defects, and that no part or parts will be substituted or applied contrary to the manufacturer's recommendations or standard practices.
- L. Vendor must respond within twenty-four (24) hours of a request for services for all non- fileserver hardware categories. The vendor must respond within four (4) hours for a call related to any of the fileserver hardware categories or any of the Network Backbone categories. This response shall result in complete repair of failed equipment or installation of a comparable loaner so that the user(s) can continue working in a normal manner.

III. RFB #8JD IT MAINT: GENERAL SPECIFICATIONS

A. 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), as well as Affirmation of Understanding and Agreement (UCS 421) and Termination Clause (UCS 423) pursuant to the Procurement Lobbying Act, which can 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.

B. Attachment III - Vendor Responsibility Questionnaire

The NYS UCS is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. The required Vendor Responsibility Questionnaire is designed to provide information to assist UCS and 8JD in assessing a vendors’ responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective contractor’s legal authority to do business in NYS, 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 NYS 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 NYS VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the Vend Rep System online at <https://portal.osc.state.ny.us>. Vendors must provide their NYS Vendor Identification Number when enrolling. To request assignment of a Vendor ID, or for VendRep System assistance, contact the Office of the State Comptroller’s (OSC) Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@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 dates/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 or may contact the OSC Help Desk for a copy of the paper form.

C. New York State Vendor File Registration

Prior to being awarded a contract pursuant to this solicitation, the bidder(s) must be registered in the NYS Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with NYS agencies and the registration must be initiated by a State agency. Following the initial registration, a unique NYS ten digit vendor identification number (Vendor ID) will be assigned to vendors for usage on all future transactions with NYS. 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/ac3237_fe.pdf) and submit the form to 8JD. The 8JD will initiate the vendor registration process for the awarded contractor. Once the process is initiated, awarded contractor will receive an email 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/.

D. Online RFB/RFP Package: Disclaimer

Bidders accessing any UCS solicitations and related documents from the NYS 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.

E. Bid Response/Proposal: Original and Copies

Bidders shall submit all of the following required **original RFB/RFP documents**:

- I. Executed RFB/RFP Form
 - II. Executed Pricing Sheet
Documentation summarizing its organizational capacity which demonstrates relevant experience, qualifications and personnel required to provide the services and personnel as described in this solicitation.
 - III. Written description of its disaster recovery plan.
 - IV. 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.
 - V. Attachment I - only pages 3 and 4 of 10
 - VI. Attachment III - Vendor Responsibility Questionnaire (questionnaire may be filed electronically with OSC, with such annotated-on checklist)
 - VII. Attachment IV - Disclosure of Prior Non-Responsibility Determinations (UCS 420), Affirmation of Understanding and Agreement (UCS 421) and Termination Clause (UCS 423)
 - VIII. Proof of Workers' Compensation and Disability Benefits insurance coverage (see "Insurance Requirements")
 - IX. Any other required documentation, brochures, etc. listed on the Document Enclosure Checklist
- Complete the paperwork on the forms provided with this solicitation unless otherwise requested. Do not retype or amend any portion of this solicitation. Failure to provide all original documents and the request number of copies may result in disqualification of a bidder's response.

F. Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as 8JD 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.

G. Estimated Quantities

All quantities specified in this solicitation constitute estimates only. Accordingly, no commitment or guarantee to reach any specified volume of business is made or implied. The contract and all charges thereunder shall be for actual quantities handled.

H. Compliance with Laws

Awarded contractor 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.

I. 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 or servant of the contractor is an employee of the 8JD, UCS or NYS. 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 8JD, UCS or NYS to persons, firms, consultants or corporations employed or engaged by the awarded contractor either directly or indirectly in any capacity whatsoever, nor shall the 8JD, UCS or NYS 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.

J. Rejected and Unacceptable Bids/Proposals

The 8JD reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, 8JD may reject any bids/proposals from any bidders who are in arrears to NYS 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 NYS; or who have been declared not responsible or disqualified by any agency of NYS, 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' below.

K. 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 "B" of the General Specifications (Attachment III - Vendor Responsibility Questionnaire), and the criteria set forth in "J" (Rejected and Unacceptable Bids/Proposals), as well as any other criteria necessary and reasonable to establish the bidder's responsibility.

L. Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, 8JD 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 8JD, must be submitted by the bidder, in accordance with formats as prescribed by 8JD at the time said information is requested and, if received by the due date set forth in the 8JD 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 to imply that it is obligatory up on the 8JD to seek or allow clarifications or corrections as provided for herein.

M. References

Each bidder must provide at least three (3) references, other than the 8JD, 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.

N. Indemnity

Awarded contractor shall indemnify, defend and hold harmless the 8JD and 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 the 8JD 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, agents, volunteers or of other persons under its direction and control
- iii. Awarded contractor's performance or failure to perform under the contract
- iv. Enforcement by the 8JD of the awarded contract or any provisions thereof

O. Insurance Requirements

Awarded contractor shall be required to maintain during the term of the contract, including any renewal/extension 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

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

Proof of Disability Benefits Coverage

- F. **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- G. **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- H. **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
8JD District Office – 3rd Floor
92 Franklin Street
Buffalo, New York 14202

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

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

For additional information regarding workers' compensation and disability benefits requirements, please refer to the NYS 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 product/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 and shall name 8JD and the NYS UCS as an additional insured or loss payee as appropriate and shall provide for at least thirty (30) days advance written notice to 8JD and the NYS UCS of cancellation or non-renewal.

P. Confidentiality

Bidder acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the bidder by the court, or which may be otherwise encountered by bidder shall be considered extremely confidential and shall be handled accordingly at all times. Neither the bidder nor any of its employees, servants, contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of the 8JD. Any breach of this confidentiality by the bidder or by any of its employees, servants, agents, or volunteers may result in the immediate termination of any resulting agreement by 8JD and may subject the bidder to further penalties.

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

Q. Financial Stability

Upon request by 8JD, 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.

R. Termination

This Agreement may be terminated prior to the expiration of its term as follows:

- i. By the 8JD for cause upon the failure of contractor to comply with the terms and conditions of this Agreement, provided that the 8JD gives written notice via registered or certified mail with return receipt requested, or by hand-delivery with receipt granted, specifying failure. Such termination shall be effective immediately upon such receipt or notice, or
- ii. If the 8JD determines that termination would be in the best interest of the State. Such notice shall be given no less than thirty (30) days prior to the date on which termination shall become effective, or
- iii. Upon the filing of a petition in bankruptcy of insolvency by or against contractor, 8JD may deem the Agreement terminated immediately.

Early termination of the contract for cause may result in, among other consequences, all remedies available to 8JD and NYS, the awarded contractor both being declared non-responsible by 8JD, pursuant to the UCS and OSC guidelines on vendor responsibility, and in the contractor's removal from the 8JD's bidders list for further solicitations.

S. 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

T. 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.

U. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God (outside of lightning strikes), strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, communication line failures, power failures, earthquakes or other disasters.

V. Right to Waive

In the event satisfactory bids are not received, the 8JD reserves the right to consider alternate proposals containing deviations from specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued. The 8JD also reserves the right to wave all bids after analyzing bid proposals.