

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
 Contract & Procurement Unit
 4 ESP Suite 2001, 19th Floor
 Albany, NY 12223-1450

Direct Inquiries to: Jean M. Bruno
 E-mail: jmbruno1@nycourts.gov

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.

Bid Number: RFB# OCA/COA-267	Commodity Group: Hotel, conference & meeting space
Opening Date: July 14, 2021 Time: 3:00 pm Issue Date: June 11, 2021	Commodity Name: Lodging for Court Officers Trainees

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (DECEMBER 1998) ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)	Bidder's Quotation and Specific Description of Item Offered
<u>UCS ATTACHMENT I, III, and IV ATTACHED & INCORPORATED HEREIN.</u>	<u>ALL BID RESPONSES MUST BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.</u>

NOTICE TO BIDDERS

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

1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your bid deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.

5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS WILL BE REJECTED.**

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

BIDS MUST BE SIGNED

Bidder's Firm Name:		Employer's Federal Identification Number:	
		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:	

Contents

DOCUMENT ENCLOSURE CHECKLIST (2 pages)	3
I. OVERVIEW	5
.....	5
II. MINIMUM QUALIFICATIONS	5
Quality of Facility	5
Pre-Award Site Visit	8
Right of Cancellation	9
III. AWARD	6
Term of Award	6
Method of Award	6
IV. PRICING	6
Pricing	6
Payment	6
1. Statement of Work	7
Hotel Program Coordination	8
VI. BID RESPONSE DOCUMENTS	9
A. REQUIRED BID DOCUMENTS	9
2. References	10
1. Attachment I - Standard Request for Bid Clauses & Forms and Attachment IV- Procurement Lobbying Law required forms	10
2. Attachment III - Vendor Responsibility Questionnaire	10
3. New York State Vendor File Registration	11
4. Electronic Payments	12
5. Proof of Insurance	12
1. Financial Stability	12
VII. BID SUBMISSION PROCEDURES	12
Packaging, Identifying and Delivering of Bids/Proposals	12
Bidder Confidential/Proprietary Information	13
No-Bids	13
Questions	13
VIII. GENERAL BID REQUIREMENTS	14
Online RFB/RFP Package: Disclaimer	14
Binding Nature of Bid/Proposal on Bidders	14
Estimated Quantities	14
Rejected and Unacceptable Bids/Proposals	14

Responsible Bidder	15
Clarification/Correction of Bids/Proposals	15
Unified Court System Self-Insurance.....	15
Inspection of Bidder's/Awarded Contractor's Facilities.....	15
Access to Court Facilities	15
Subcontracting	16
Implied Requirements	16
Silence of the Specifications	16
IX. CONTRACT TERMS AND REQUIREMENTS	16
Compliance with Laws	16
Indemnity.....	17
Confidentiality and Data Security	17
Termination.....	18
Insurance Requirement.....	18
EXHIBIT A/PRICING SHEET	21

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):

- _____ Bidder's contact information (Item 6, next page)
- _____ Narrative Description – Organizational Experience/Capacity
- _____ Listing of References

IMPORTANT:

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

5. Bidder Contact Information

Bidder's Primary Contact for Bid Matters:

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

6. Verification:

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

I. OVERVIEW

Purpose and Scope

The New York State Unified Court System “(UCS)”, Office of Court Administration (“OCA”) is soliciting sealed bids to provide lodging for Court Officer Trainees. The lodging required is up to Seventy-Five (75) single occupancy rooms, each for seventy-two (72) nights over the period from September 7, 2021 through December 22, 2021 as detailed in the “Required Lodging Dates Calendar” in section V. hereof.

Bids must be for a minimum of twenty (20) rooms at a single location, up to a maximum of Seventy-Five (75) rooms.

Key Bid Dates*

EVENT	DATE
Bid Issue Date	Friday June 11, 2021
Pre-Bid Conference Date	N/A
Bid Question Due Date	Monday June 21, 2021 – 3:00pm
Bid Submission Deadline Date	Wednesday July 14, 2021 – 3:00pm
Estimated Contract Start Date	Tuesday September 7, 2021

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

II. MINIMUM QUALIFICATIONS

Location

The lodging facility (“Facility”) must be located within a 20-mile radius of the NYS Court Officers Training Academy, 2500 Pond View, Castleton-on-Hudson, NY 12033.

Quality of Facility

The location, design, furnishings, features, organization of space, cleanliness and professionalism of staff of the bidder’s Facility must be of the quality appropriate for NYS Unified Court System Court Officer instructors and trainees, as UCS may determine. Facility and conference facilities must be accessible to people with disabilities.

III. AWARD

Term of Award

One or more purchase order(s) will be awarded to the successful bidder(s) (“Awarded Contractors”) for the period of Tuesday September 7, 2021 to Wednesday December 22, 2021. The purchase orders are subject to the approval of the NYS Comptroller.

Method of Award

One or more purchase order(s) will be awarded to the lowest dollar cost, responsible bidder(s) 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, as indicated by bidders in the Exhibit A/Pricing Sheet.

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. NYS is tax exempt.

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(s) 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.) Pricing in the awarded contract for amounts in increments not equal to pricing units indicated in the Pricing Sheet will be prorated accordingly.

Payment

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

payment by UCS, vendor shall be entitled to interest as specified in Article XI-A of the State Finance Law.

V. SCOPE OF WORK

1. Statement of Work

Awarded contractor(s) shall provide lodging as set forth below.

LODGING REQUIREMENTS

Awarded contractor shall hold the guest room block exclusively for the UCS, subject to the right of UCS to reduce the total number of room nights as provided in section 4, below.

1. Lodging Dates Calendar

Up to Seventy-Five (75) single occupancy rooms are required for each of the following dates:

Check-in dates (afternoon arrival)	Check-out dates (morning departure)	Number of nights
Tuesday 9/7/2021	Friday 9/10/2021	3
Sunday 9/12/2021	Friday 9/17/2021	5
Sunday 9/19/2021	Friday 9/24/2021	5
Sunday 9/26/2021	Friday 10/01/2021	5
Sunday 10/03/2021	Friday 10/08/2021	5
Monday 10/11/2021	Friday 10/15/2021	4
Sunday 10/17/2021	Friday 10/22/2021	5
Sunday 10/24/2021	Friday 10/29/2021	5
Sunday 10/31/2021	Monday 11/01/2021	1
Tuesday 11/02/2021	Friday 11/05/2021	3
Sunday 11/07/2021	Wednesday 11/10/2021	3
Thursday 11/11/2021	Friday 11/12/2021	1
Sunday 11/14/2021	Friday 11/19/2021	5
Sunday 11/21/2021	Wednesday 11/24/2021	3
Thursday 11/25/2021	Friday 11/26/2021	1
Sunday 11/28/2021	Friday 12/03/2021	5
Sunday 12/5/2021	Friday 12/10/2021	5
Sunday 12/12/2021	Friday 12/17/2021	5
Sunday 12/19/2021	Wednesday 12/22/2021	3
Total Nights		72

2. Required Guest Room Amenities

All rooms must include the following without any additional charges, fees or taxes:

- Independent climate control
- Microwave
- Refrigerator
- Iron
- Hair Dryer
- Internet Access in each room. (Wifi or Ethernet Connection)

3. Guest Room Services

Lodging services must include the following without any additional charges, fees or taxes:

- Hot Breakfast
- Housekeeping daily
- Fresh linens 2x weekly
- Fresh towels daily

4. Facility Amenities

Facility must include the following Amenities onsite without any additional charges, fees or taxes:

- Fitness Center (Treadmill)
- Business Center (Computer access with printer)
- Laundry Facility (Washer & Dryer)
- Free Parking

5. Additional Requirements

Facility Program Coordination

Awarded contractor shall designate one professional from the Facility's staff for 24-hour staff contact to handle any issues that may arise.

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 facility meets 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 during the term of the lodging to ensure that the quality of services and the physical condition of the Facility shall be the same or better at the time of performance as at the date of award.

Awarded bidder shall provide UCS 24-hour access for the Academy staff to conduct room checks and inspections.

Right of Cancellation

The UCS/OCA reserves the right, at any time, to terminate an awarded purchase order and cancel the booking and use of the Facility, in whole or in part, without the imposition of cancellation fees or any other liability, if the Facility is not in material compliance with the requirements and specifications set forth herein.

Right of Room Reduction

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

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. a. 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 on an as-needed basis.

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.

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://onlineservices.osc.state.ny.us/Enrollment/login?1>.

Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed 'New York State Vendor File Registration' for instructions on obtaining a Vendor Identification Number.) For VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFB/RFP. Bidders' authorized signature of the RFB/RFP form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

Paper Questionnaire: Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

3. New York State Vendor File Registration

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

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

If the bidder is not currently registered in the Vendor File, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form (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/.

4. Electronic Payments

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

5. Proof of Insurance

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

C. ADDITIONAL BID DOCUMENTS

1. Financial Stability

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

VII. BID SUBMISSION PROCEDURES

Packaging, Identifying and Delivering of Bids/Proposals

Bids/Proposals must be clearly addressed and submitted to:

Jean M.Bruno
NYS Unified Court System
Office of Court Administration
4 ESP - Suite 2001, 19th Floor
Albany, NY 12223-1450

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

Deliver immediately to Jean M. Bruno
Sealed bid - Do not open
RFB# OCA/COA-267

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 **Wednesday July 14, 2021 – 3:00pm** 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: Jean M. Bruno, 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/COA-267. No-bid letters may be sent by email to jmbruno1@nycourts.gov. Please indicate in "Subject" field: RFB# OCA/ COA-267 – No-Bid.

Questions

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

Jean M. Bruno
jmbruno1@nycourts.gov

Please indicate in "Subject" field: "RFB# OCA/ COA-267- Question(s)."

The deadline to submit questions is **Monday June 21, 2021 – 3:00pm**. 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 under RFB# OCA/ COA-267.

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 under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation & bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

Binding Nature of Bid/Proposal on Bidders

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

Estimated Quantities

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

Rejected and Unacceptable Bids/Proposals

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

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

failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

Responsible Bidder

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

Clarification/Correction of Bids/Proposals

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

Unified Court System Self-Insurance

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

Inspection of Bidder’s/Awarded Contractor’s Facilities

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

Access to Court Facilities

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

Subcontracting

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

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

Implied Requirements

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

Silence of the Specifications

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

IX. CONTRACT TERMS AND REQUIREMENTS

Contract Terms

The successful bidder shall be required comply with the provisions set forth in this Article, as well as such other provisions contained in an agreement in form and content satisfactory to UCS its sole discretion (including, but not limited to a UCS purchase order). In the event of any conflict, or express or implied ambiguity, between the terms of such agreement and any other terms or documents submitted by bidder, the terms of such agreement shall govern.

Compliance with Laws

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

Independent Contractor Status

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

Indemnity

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

Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, UCS shall hold Awarded Contractor harmless from and indemnify it for any final judgment by a court of competent jurisdiction to the extent attributable to the negligence of UCS or of its officers or employees when acting within the course and scope of their employment.

Confidentiality and Data Security

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

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

Awarded Contractor is prohibited from maintaining confidential files and records provided to or generated by Awarded Contractor in a mobile or portable device. 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

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

Intellectual Property

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

Insurance Requirement

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

1. Workers' compensation and disability benefit insurance coverage as required under NYS law.

Each vendor must provide with its proposal proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption. Vendor must obtain the appropriate Workers Compensation Board forms from its insurance carrier or licensed agent or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. See Workers' Compensation Board website at <http://www.wcb.ny.gov> under "Forms" for a manual listing required forms and procedures. Any questions regarding workers' compensation coverage requirements or debarments should be directed to:

Workers' 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, 19th 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, \$2million, aggregate
Personal Injury and Advertising:	\$1 million aggregate
Contractual and Products/ Completed Operations	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

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

EXHIBIT A/PRICING SHEET

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

Rates must be quoted on a per unit basis.

All rates must be inclusive of any service and administration charges. UCS is 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 case of bidder’s mathematical error, rate per room will prevail.

Bids must be for a minimum of twenty (20) rooms at a single location, up to a maximum of Seventy-Five (75) rooms and must be for all Seventy-Two (72) nights of required lodging.

Rate per Room	# of Rooms	Nights	Total Cost for Lodging
\$ _____	x _____	x 72	= \$ _____

Facility Name: _____

Authorized Officer’s Name and Title: _____

Signature: _____ Date: _____