

## 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  
 20 Corporate Circle  
 Albany, NY 12203

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

<b>Bid Number:</b> RFB OCA-DFM-281-ALBANY	<b>Commodity Group:</b>
<b>Opening Date:</b> March 3, 2023 <b>Time:</b> 3:00pm <b>Issue Date:</b> February 9, 2023	<b>Commodity Name:</b> Court Officer Class A Dress Uniform Package

Price to include delivery to:

NYS Court Officers Academy

2500 Pond View

Castleton-on-Hudson NY 12033.

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>UCS ATTACHMENT I, III, and IV ATTACHED &amp;          INCORPORATED HEREIN.</b>	Bidder's Quotation and Specific Description of Item Offered  <b>ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE          ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED          OTHERWISE HEREIN.</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

#### **BID CONTENTS**

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#### **Attachments**

Attachment I:	Standard Request for Bid Clauses & Forms
Attachment III:	Vendor Responsibility Questionnaire
Attachment IV:	Procurement Lobbying forms

#### **Exhibits**

Exhibit A:	Pricing Sheet
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**DOCUMENT ENCLOSURE CHECKLIST (2 pages)**

The following forms must be fully executed and included in bidder's proposal.

*Failure to do so may disqualify bidder's response:*

- ☐ Exhibit A - Pricing Sheet
- ☐ 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
  - ☐ p.5 – Bidder's Certification of work (Printing)
  - ☐ p.6 – Bidder's Certification of Recycled Products
  - ☐ p.7 – Manufacturer's Affidavit of Recycled Content
- ☐ Attachment II - Not Applicable
- ☐ Attachment III - Vendor Responsibility Questionnaire
  - ☐ Questionnaire filed online via New York State Comptroller 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 New York State ("NYS") Workers' 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.
- ☐ List of references
- ☐ 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:**

- ☐ Bidder's contact information (Item 5, below)
- ☐ Narrative Description – Organizational Experience/Capacity
- ☐ Narrative Description – Relevant Business Experience/Qualifications
- ☐ 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 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 Request for Bid (“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 to provide a Class A dress uniform package for Court Officer Trainees (“Uniform Package”), including measurement, fitting and delivery of Uniform Packages to the NYS Court Officer Academy facility, currently located in Castleton-on-Hudson, New York (hereafter, the “COA”), as well as alteration, refitting, and redelivery as needed. The Uniform Package shall consist of a cap, tie, dress gloves, shoes and tailored-to-fit “Class A” quality blouse and trouser.

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

### Key Bid Dates

EVENT	DATE
<b>Bid Issue Date*</b>	Thursday, February 9, 2023
<b>Pre-Bid Conference Date</b>	N/A
<b>Bid Question Due Date</b>	Thursday, February 16, 2023
<b>Bid Submission Deadline Date</b>	Friday, March 3, 2023 3:00pm EST
<b>Estimated Contract Start Date</b>	Monday, April 3, 2023

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

## II. MINIMUM QUALIFICATIONS

UCS will consider proposals submitted by entities that demonstrate a minimum of three (3) years’ experience in the provision of similar goods and services required under this RFB.

## III. AWARD

### Method of Award

A purchase order will be awarded to the lowest dollar cost, responsible bidder determined to be in compliance with this RFB and specifications (the “Awarded Contractor”). Lowest dollar cost is defined as the lowest Grand Total Cost of all estimated goods and services to be provided, as indicated by bidders in Exhibit A/Pricing Sheet. The purchase order is subject to the approval of the NYS Comptroller.

#### **IV. PRICING**

##### **Pricing**

All price quotes shall be inclusive of all costs associated with the measurement, production, alteration, delivery, and distribution of Uniform Packages, including, without limitation, shipping and delivery costs, and travel expenses.

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

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

Pricing shall be submitted only on, and in the format prescribed by, Exhibit A/Pricing Sheet. Bidder must quote pricing on a cost per unit basis (ex: price per 1,000 units) 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.

Please note that UCS is a tax-exempt governmental entity.

##### **Payment**

Awarded Contractor shall send true and accurate invoices by email to Joseph Baccellieri Jr. [jbaccell@nycourts.gov](mailto:jbaccell@nycourts.gov). Payment shall be made in arrears and shall be made within thirty (30) days of submission by Awarded Contractor and approval by UCS of invoices satisfactory to UCS and NYS Comptroller. No payment or deposit of any kind will be made in advance of receipt of the Uniform Package. 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.

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

## **V. SCOPE OF WORK**

### **1. Statement of Work Overview**

Awarded Contractor shall produce and deliver Uniform Packages, including measurement, fitting and delivery of Uniform Packages to COA, as well as alteration, refitting, and redelivery as needed, as set forth below.

### **2. Product Technical Specifications**

Each Class A Uniform Package shall consist of the following:

#### Class A Blouse:

- Navy Blue, thumb tip length, four-button front with New York State brass buttons, permanent shoulder epaulets with New York State brass buttons, two top pointed pocket flaps (not including pockets) and two bottom scalloped flaps with New York State brass buttons. The blouse has two (2) side vents without zippers, and no rear vents.
- Sleeves to be two-piece set in with shoulder pads and sleeve heads, with two New York State brass buttons on each sleeve.
- Fabric to be 55% Dacron polyester/45% wool or 100% wool
- Fully lined permanent lining to be 100% polyester, with an inside breast pocket
- Fabric weight is to be 13.5 – 14.5 oz. per square yard
- Regulation New York State patches affixed to both shoulders
- Shield eyelet holes over the left breast spaced exactly 1-5/8" apart
- New York State brass buttons are gold color with NYS Seal embossed.

#### Class A Trouser:

- Navy Blue with ½" wide black mohair braid on the outer seam. A comparable material braid (such as nylon blend) may be used as a substitute.
- Fabric to be 55% Dacron polyester/45% wool or 100% wool
- Fully lined permanent lining to be 100% polyester
- Fabric weight is to be 13.5 – 14.5 oz. per square yard

**Blouse and trouser must be a uniform match in fabric, weight, and color.**

#### Cap:

- Dark Navy
- Police Type, eight-point, winter uniform cap with black chin strap
- New York State brass buttons

#### Tie:

- Black
- Polyester, 3" wide x 14.5", 18", 20" or 22" length
- Clip-On, breakaway

Dress Gloves (pair):

- White
- 100% stretch nylon with raised stitching on the back
- Snap Closure

Shoes (pair):

- Black leather military oxford compatible with Class A uniform
- High shine, natural leather
- Adjustable laces

**Item Substitutions**

Bidders may offer substitute Uniform Package components of a higher quality than required by the specifications contained in this RFB; provided UCS shall retain the sole discretion to determine whether any proposed substitution meets the technical specifications set forth herein.

Awarded Contractor may not substitute any Uniform Package item without the express prior consent of UCS, in its sole discretion.

**Item Marking/Labelling**

Each Uniform Package item shall be appropriately marked and/or labeled as to identified size, style, fiber content, manufacturing RN number, care instructions and country of origin labeling.

**Additional Requirements**

All Uniform Package items shall be comprised of new, and not used or reconditioned items or materials. All Uniform Package items shall be required to fit appropriately and properly for the purpose intended, as determined by UCS in its sole discretion.

**Sample Submission**

The UCS reserves the right to request bidder samples prior to making a final award.



### **Fulfillment Timeline**

CLASS A UNIFORM PACKAGE	FULFILLMENT TIMELINE
Recruit Measurement	Between Training Days <b>3 and 5</b>
Delivery of Shoes	Not later than Training Day <b>11</b>
Delivery and Distribution of Uniform Package	Not later than Training Day <b>50</b>
Alterations, refitting, and redelivery	Not later than Training Day <b>54</b>

The Awarded Contractor will be notified by UCS of a Uniform Package order through a notice to proceed (“Notice to Proceed”) which will be sent to an email address specified by the Awarded Contractor. The Notice to Proceed will contain the date of the first Training Day, currently scheduled for April 3, 2023 (subject to change), and the location of the COA to receive the Uniform Packages. Each Training Day listed above is to be measured from the first Training Day specified in the Notice to Proceed.

**Note: Time is of the essence with respect to the Training Days specified in the Fulfillment Timeline.**

### **Recruit Measurement**

Awarded Contractor must conduct recruit measurement, at the specified COA location between the hours of 5:00 PM and 8:00 PM on the Training Days listed in the Fulfillment Timeline.

The Awarded Contractor must size each recruit (and not request their shoe or clothing size).

### **Uniform Package Delivery/Distribution**

Distribution and fitting of recruits must be conducted between 5:00 PM and 8:00 PM on the Training Days listed in the Fulfillment Timeline. Any required alterations, and subsequent refitting and redelivery of Uniform Packages must be completed not later than the Training Day specified in the Fulfillment Timeline for alterations, refitting, and redelivery. Awarded Contractor’s representatives must be present to conduct delivery, distribution, and alterations of Uniform Packages to the recruits.

### **Returns**

Any unused Uniform Package items in their original packaging that have not been individually tailored may be returned by UCS within ninety (90) days of delivery for a full refund, at the prices listed in the Exhibit A/Pricing Sheet.

### 3. Contractor's Account Coordinator

Awarded Contractor shall appoint an individual to act as primary contact and account coordinator for UCS personnel to contact with respect to their account-related questions including, but not limited to, invoicing, scheduling and returns.

### 4. Delivery/Pickup

The COA training facility is located at 2500 Pond View, Castleton-on-Hudson, NY 12033. Specific scheduling, delivery dates and times within the Fulfillment Timeline will be given via a schedule to be provided by UCS to the Awarded Contractor ("Delivery Schedule"). The Delivery Schedule may be updated and/or revised by UCS. The COA location is subject to change by UCS without additional charge (including, but not limited to, delivery costs and charges).

### 5. Invoicing

5.1 Awarded Contractor shall submit true and accurate invoices to: Chief Joseph Baccellieri Jr. at [jbaccell@nycourts.gov](mailto:jbaccell@nycourts.gov)

5.2 Each invoice shall include.

- Vendor name;
- Name of UCS Agency that ordered the goods or services;
- Description of goods or services requesting payment for (may be in narrative or code values format);
- Quantity of goods, property, or services delivered or rendered; and
- Amount requested

## 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 Descriptions**

**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).

**b. Narrative Description – Relevant Business Experience/Qualifications**

**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 goods and services at any time during the past three (3) years.

**3. Samples**

The UCS reserves the right to request bidder samples prior to making a final award.

**4. 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, must be downloaded or printed from the UCS Contract & Procurement website under "Addenda" for the appropriate solicitation and are incorporated and made a part of this RFB.

**2. Attachment III - Vendor Responsibility Questionnaire**

The 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 a contract with the vendor. Vendor responsibility is determined by a review of each prospective vendor's legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references).

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

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System instructions available at <http://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system> or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us/Enrollment/login?1>. Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed New York State Vendor File Registration below 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 NYS Comptroller 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. Bidders' authorized signature of the RFB 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 RFB, the bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the NYS Comptroller. 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 RFB.

**If the bidder is not currently registered in the Vendor File**, upon award of a contract, the bidder must complete the NYS Comptroller Substitute W-9 Form (<https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the vendor. Once the process is initiated, vendor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: [https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI\\_FRAMEWORK\\_PT\\_LANDINGPAGE.GBL?&](https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI_FRAMEWORK_PT_LANDINGPAGE.GBL?&).

**4. Electronic Payments**

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

**A. SUBMISSION OF PAPER BID PROPOSALS BY MAIL**

**Packaging, Identifying and Delivering of Bid Proposals**

Bid Proposals must be clearly addressed and submitted to:

NYS OCA Record Center  
20 Corporate Circle  
Albany, NY 12203  
ATTN: Jean M Bruno

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-DFM-281-ALBANY due March 3,2023 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 bid proposals must be received by the above-named OCA-designated person by March 3,2023 at 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.

**B. SUBMISSION OF ELECTRONIC (EMAIL) BID PROPOSALS**

In addition to the Bid Submission Procedures contained in sub-article A, above, bidders may submit bid proposals electronically to: DFM-Bids@nycourts.gov. The email subject line must state: “Bid Proposal – RFB# OCA-DFM-281-ALBANY” and per subsection (b) below, indicate the email sequence number, as appropriate.

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

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

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

Bidders who submit a bid proposal electronically will receive a reply email confirming the date and time of receipt of their submission. Bidders are advised to notify Jean Bruno at [jmbruno1@nycourts.gov](mailto:jmbruno1@nycourts.gov) if they have not received an email response within one (1) business day after submission of their bid proposal.

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

If applicable, bidders should specifically identify those portions of the bid 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 bid 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 RFB. The envelope shall be clearly marked in the lower left corner as follows: RFB# OCA-DFM-281-ALBANY. No-bid letters may be sent by email to [jmbruno1@nycourts.gov](mailto:jmbruno1@nycourts.gov). Please indicate in "Subject" field: RFB# OCA-DFM-281-ALBANY – 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 at [jmbruno1@nycourts.gov](mailto:jmbruno1@nycourts.gov)

Please indicate in "Subject" field: "RFB# OCA-DFM-281-ALBANY.-.Question(s)."

The deadline to submit questions is February 16, 2023. A written response to all submitted questions in the form of a Questions & Answers (Q&A) sheet will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under RFB# OCA-DFM-281-ALBANY.

**IMPORTANT:** All questions regarding this RFB 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 may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its bid proposal.

## **C. 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 via email to Jean Bruno at [jmbruno1@nycourts.gov](mailto:jmbruno1@nycourts.gov) not later than March 3, 2023 by 3:00pm. 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.

## VIII. GENERAL BID REQUIREMENTS

### **Online RFB Package: Disclaimer**

Bidders accessing any UCS/OCA solicitations and related documents from the 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 bid 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 RFB constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied. Awarded Contractor must accept all requests for goods and services placed by UCS under the awarded contract.

### **Rejected and Unacceptable Bids/Proposals/Awards**

UCS reserves the right to reject any and all bid proposals submitted in response to this RFB. In addition, UCS may reject any bid 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 bid 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 provide goods or render services in a timely manner in accordance with all requirements of this RFB; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event UCS may then invite the bidder 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/Awards” as well as any other criteria necessary and reasonable to establish the bidder’s responsibility.

### **Clarification/Correction of Bid Proposals**

In addition to any rights articulated elsewhere in this RFB, 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 bid proposal and/or to determine a bidder’s compliance with the requirements of this RFB. 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 bid 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 bid 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 RFB, 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**

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

### **Subcontracting**

Subcontracting and any other transfer of any duties or obligations to be performed hereunder will be permitted only with the prior written consent of UCS to the proposed subcontractors. In the event that bidder proposes to use one or more subcontractors, the specific subcontractors and the services proposed to be performed or goods proposed to be provided by such subcontractors, must be listed in bidder's bid 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 goods and services required by this RFB. 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 RFB, 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 RFB 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 goods and services under the contract resulting from this RFB.

### **Independent Contractor Status**

It is expressly understood and agreed that the Awarded Contractor's status shall be that of an independent provider of goods and 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 goods and 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 RFB; (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 UCS, 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 awarded 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 awarded 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. Remote access to UCS confidential information is prohibited unless industry standard protocols for remote access are in place (e.g., SSL, VPN). In addition, Awarded Contractor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

## **Termination**

### **A. EARLY TERMINATION FOR BUDGET MODIFICATION**

1. If the UCS Budget ("Budget") is modified (a "Budget Modification", defined in subsection 2 below) for any State fiscal year included in the term of the awarded contract 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
  - ii. any restriction placed on UCS spending authority, including any restriction imposed by UCS upon itself in response to a request of the Executive or Legislative Branch of government.
3. Termination hereunder shall be further governed by the termination provisions contained in the awarded contract, as applicable.

### **B. EARLY TERMINATION FOR CAUSE**

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the Awarded Contractor both being declared non-responsible by the UCS/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/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 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 – 19th Floor  
Albany, NY 12223

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

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

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

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

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

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

**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.**

(A) Item	(B) Unit Price	(C) Estimated # of Recruits	(D) Total Cost (B) x (C) = (D)	
1) Class A Blouse	\$	120	\$	
2) Class A Trouser	\$	120	\$	
3) Cap	\$	120	\$	
4) Tie	\$	120	\$	
5) Dress Gloves (pair)	\$	120	\$	
6) Shoes (pair)	\$	120	\$	
			(Insert the <u>sum</u> of all total item costs in Column (E))	(E) Grand Total Cost \$

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