

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

(This is not an order)

**BID MUST BE MADE ON THIS SHEET  
OR AS OTHERWISE SPECIFIED**

<b>Bid Number:</b> <b>RFB# OCA/PS-277</b>	<b>Commodity Group:</b>
<b>Opening Date: 10/17/2022</b> <b>Time: 3:00 PM (EDT)</b> <b>Issue Date: 9/23/2022</b>	<b>Commodity Name:</b> <b>Carbonless Copy Paper</b>

NYS OFFICE OF COURT ADMINISTRATION  
Division of Professional and Court Services  
2500 Pond View, Suite 104  
Castleton-on-Hudson, NY 12033

Direct Inquiries to: Diana Sakur, Court Analyst

E-mail: DSAKUR@NYCOURTS.GOV

Price to include delivery to:

NYS Office of Court Administration  
25 Beaver Street, 9<sup>th</sup> Floor  
New York, NY 10004

All prices to be net and inclusive of all services specified  
herein unless otherwise specified.

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (APRIL 2016) ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)  <b><u>UCS ATTACHMENT I, III, and IV ATTACHED &amp; INCORPORATED HEREIN.</u></b>	Bidder's Quotation and Specific Description of Item Offered  <b><u>ALL BID RESPONSES MUST BE ENTERED ON THE ENCLOSED BID RESPONSE FORM (EXHIBIT A: PRICING SHEET) UNLESS SPECIFIED OTHERWISE HEREIN.</u></b>
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**NOTICE TO BIDDERS**

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

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

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

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

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

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

**BIDS MUST BE SIGNED**

Bidder's Firm Name:		Employer's Federal Identification Number:	
		NYS Vendor ID Number:	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number E-mail:	

## CONTENTS

DOCUMENT ENCLOSURE CHECKLIST .....	1
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### **BID CONTENTS**

<b><u>Article</u></b>	<b><u>Subject</u></b>	
I.	OVERVIEW .....	3
II.	MINIMUM QUALIFICATIONS .....	3
III.	AWARD .....	4
IV.	PRICING .....	4
V.	SCOPE OF WORK.....	5
VI.	BID RESPONSE DOCUMENTS .....	8
VII.	BID SUBMISSION PROCEDURES .....	13
VIII.	GENERAL BID PROVISIONS .....	15
IX.	CONTRACT TERMS AND REQUIREMENTS .....	19

### **Attachments**

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

### **Exhibits**

- Exhibit A: Pricing Sheet

**DOCUMENT ENCLOSURE CHECKLIST (page 1 of 2)**

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
- ☐ Signed Document Enclosure Checklist (2 pages)
- ☐ Exhibit A: Pricing Sheet
- ☐ 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 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.
- ☐ List of references
- ☐ 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

**DOCUMENT ENCLOSURE CHECKLIST (page 2 of 2)**

**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 may result in the rejection of the bid as non-responsive; however, bidders MAY supply information in the highlighted fields (columns 3, 4, 5, and 8) of the Pricing Sheet in Exhibit A.**
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. Required Verification:**

<b>By completing and signing below, Bidder's Authorized Representative hereby verifies submission of all documents required per the Document Enclosure Checklist:</b>	
COMPANY NAME:	
AUTHORIZED OFFICER'S NAME AND TITLE:	
SIGNATURE:	DATE:

## I. OVERVIEW

The mission of the New York State Unified Court System (UCS) is to deliver equal justice under the law and to achieve the just, fair and timely resolution of all matters that come before our courts. In the service of our mission, the UCS is committed to operating with integrity and transparency, and to ensuring that all who enter or serve in our courts are treated with respect, dignity, and professionalism. We affirm our responsibility to promote a court system free from any and all forms of bias and discrimination and to promote a judiciary and workforce that reflect the rich diversity of New York State. More information about the UCS is available at <https://www.nycourts.gov>.

### Purpose and Scope

The UCS Office of Court Administration's (OCA) Division of Professional and Court Services is soliciting sealed bids on behalf of the OCA Printshop for the purpose of establishing a single estimated quantity term contract to purchase blank, multi-part carbonless paper, also known as No Carbon Required ("NCR") paper for in-house copier printing.

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

### Key Bid Dates

EVENT	DATE
Bid Issue Date*	Friday, September 23, 2022
Pre-Bid Conference Date	N/A
Bid Question Due Date	Friday, September 30, 2022
Bid Submission Deadline Date	Monday, October 17, 2022
Estimated Contract Start Date	Monday, January 2, 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 products or services required under this solicitation.

Bidder must be capable of shipping a large number of orders to OCA on an as-needed basis. The awarded contractor must be able to accept, process, and fulfill any orders placed within the timeframes specified in Article V. (Scope of Work) for the entirety of the contract period.

The selected vendor must either be registered with the NYS Department of State (“DOS”) as an entity authorized to do business in New York State or, if not currently registered with DOS, the organization must be eligible and able to receive such authorization.\*

### III. AWARD

#### Term of Award

A single estimated quantity term contract (“Contract”) will be awarded to the successful bidder (“Awarded Contractor”) for an Initial Term of three (3) years (“Initial Term”). The Contract is expected to commence on or about January 2, 2023. OCA reserves the right to renew such Contract for two (2) additional one (1) year periods (each, a “Renewal Term”) upon the same terms and conditions excluding pricing.

OCA further reserves the right to extend the Contract for a period not to exceed six (6) months (“Extension Term”), upon written notification to Awarded Contractor prior to the expiration date of the Initial Term or a Renewal Term, upon the same terms and conditions including pricing as the preceding Term; provided, the maximum term of the awarded contract will be five (5) years. The Contract, renewals and extension thereof are subject to the approval of the NYS Attorney General and the NYS Comptroller.

#### Method of Award

A single contract will be awarded to the responsible bidder that is determined to be in compliance with this RFB and specifications and that submits a bid with the **lowest** (that is, least) combined weighted score as calculated 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.

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

Bidders must submit a pricing sheet on the MS Excel spreadsheet serving as Exhibit A/Pricing Sheet, which is available for download at <http://nycourts.gov/admin/bids/currentsolicitations.shtml>. 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 carton) and on an aggregated basis

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\* For additional guidance, please see <https://app.dos.ny.gov/publicinquiry/>.

as well as 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.

Pricing will remain unchanged during the Initial Term.

### **Price Adjustments**

Pricing shall be subject to increase as of the commencement date of each Renewal Term by the percentage equal to the lesser of: (i) the increase, if any, in the Consumer Price Index for All Urban Consumer - New York-Northern NJ - Long Island, NY-NJ-CT-PA (Index 1982-1984 - 100) - NSA (Not Seasonally Adjusted) ("CPI") as of the third month prior to the commencement date of each such Renewal Term, over the CPI as of the third month prior to the commencement date of the immediately prior term of the Agreement, or (ii) five percent (5%). Pricing shall thereafter remain unchanged for the balance of each such term and shall further remain unchanged during an Extension Term.

### **Payment**

Awarded Contractor shall send true and accurate invoices on a monthly basis by email to the person or email address that UCS/OCA shall designate in the contract resulting from this Request for Bids.

Payment shall be made monthly in arrears within thirty (30) days of submission by Awarded Contractor and approval by UCS of invoices satisfactory to UCS and OSC.

Payment for goods delivered/services performed under the awarded contract shall be conditioned upon the acceptance and approval of such items/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**

Awarded bidder shall produce and deliver cartons of blank, multi-part carbonless paper as set forth below. Table One, below, describes the sizes, number of parts per set; it also specifies the required color sequences for each finished set after the set is printed. Table Two, below, provides the estimated number of cartons OCA will order annually based on size and number of parts.

**Table One: Description of Carbonless Paper: Sizes, Number of Parts, and Required Color Sequences for Finished Printed Sets**

**\*NOTE: ALL CONFIGURATIONS ORDERED WILL BE “REVERSE.”**

	8½" × 11"	8½" × 14"	11" × 17"	14" × 17"
2 parts	white/yellow	white/yellow	white/yellow	white/yellow
3 parts	white/yellow/pink	white/yellow/pink	white/yellow/pink	white/yellow/pink
4 parts	white/yellow/pink/ gold	white/yellow/pink/ gold	white/yellow/pink/ gold	white/yellow/pink/ gold
5 parts	white/green or blue/ yellow/pink/gold	white/green or blue/ yellow/pink/gold	white/green or blue/ yellow/pink/gold	white/green or blue/ yellow/pink/gold

**Table Two: Estimated Annual Number of Cartons Based on Size and Number of Parts**

	8½" × 11"	8½" × 14"	11" × 17"	14" × 17"
2 parts	10 cartons/year	20 cartons/year	100 cartons/year	10 cartons/year
3 parts	35 cartons/year	30 cartons/year	300 cartons/year	25 cartons/year
4 parts	45 cartons/year	40 cartons/year	350 cartons/year	30 cartons/year
5 parts	10 cartons/year	20 cartons/year	150 cartons/year	10 cartons/year

**Bidder Identification:** The awarded bidder’s logo, trademark or any other identifying information (except union logo, if applicable) must not appear on any portion of the completed product.

### **Delivery**

Awarded bidder must deliver the type and quantities of carbonless paper ordered by OCA within:

- Ten (10) business days of receiving a purchase order for sizes 8½" x 11", 8½" x 14" or 11" x 17"; and
- Fifteen (15) business days of receiving a purchase order for size 14" x 17".
- Quantities shall be packed on half pallets, twenty-four (24) cartons maximum per pallet.

Deliveries will be made to such person as UCS/OCA shall designate in the contract resulting from this Request for Bids at the following address:

NYS Office of Court Administration  
25 Beaver Street, 9th Floor  
New York, NY 10004

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.



### **Invoicing**

Awarded bidder shall submit true and accurate invoices to such person or email address as UCS/OCA shall designate in the contract resulting from this contract or by notice to the awarded bidder as UCS/OCA shall furnish from time to time.

Each invoice shall include:

- Vendor's 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

### **Order Communication**

Any and all corrections, changes, clarifications to a purchase order issued by OCA shall be in the form of a "Change of Purchase Order." All questions and clarification sought by the Awarded Contractor must be sent in writing by email to the email address UCS/OCA shall designate in the contract resulting from this Request for Bids.

### **Packaging**

Packaging will be in industry standard cartons based on the size and number of parts. Each carton must be marked on the outside to indicate the type and quantity of NCR paper.

### **Purchase Orders**

OCA will issue purchase orders describing the size(s), number of parts, and sequence to paper, as well as quantities, on an as-needed basis.

### **Recycled Paper**

Consult the information in Attachment I under the heading "Recycled Products" for guidance about supplying recycled paper. In addition to those provisions, OCA reserves the right to request samples as set forth below prior to accepting the most competitive bid (that is, the bid with the least combined weighted score) from a vendor deemed to be responsible and responsive to ensure that the vendor's proposed merchandise is compatible with OCA's equipment if a vendor proposes to supply recycled paper. OCA also reserves the right to reject a bid proposing to supply recycled paper if that product is not compatible with OCA's equipment.

### **Sequence to Paper**

All configurations ordered will be "reverse."

For example, for orders of 2-part paper, a set shall consist of yellow paper followed by white paper so that the finished printed product is arranged with the white page on top of the yellow page.

## VI. BID RESPONSE DOCUMENTS

### **General Requirements**

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

Each bidder must submit three (3) copies of its bid proposal, including all documents set forth on the Document Enclosure Checklist.

*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 or the formulas embedded therein, may result in the rejection of the bid as non-responsive; however, bidder MAY supply information in Columns 3, 4, 5 and 8 of Exhibit A/Pricing Sheet as well as in the fields for Company Name, Authorized Officer's Name and Title, Signature, and Date.*

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

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

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

#### **2. 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.

#### **3. Exhibit A / Pricing Sheet**

Each bidder must submit a completed and signed copy of Exhibit A / Pricing Sheet. Bidder may only supply information in the highlighted fields (Columns 3, 4, 5, and 8 as well as Company Name, Authorized Officer's Name and Title, Signature, and Date).

In addition to submitting pricing on a cost-per-carton basis, bidders must indicate how many sets of carbonless copy paper are included in each carton. The Pricing Sheet features a 12-column table. Bidders should only supply information in Columns 3, 4, 5, and 8 of that table, which are highlighted yellow.

Column 1 indicates the page size for each unit of carbonless copy paper to be supplied: 8½" × 11", 8½" × 14", 11" × 17", and 14" × 17".

Column 2 indicates how many parts of carbonless copy paper are included in each "set" of paper.

In Column 3, bidders must indicate the manufacturer of the paper to be supplied for each configuration of carbonless copy paper.

In Column 4, bidders must indicate the manufacturer's model number of the paper to be supplied for each configuration of carbonless copy paper.

In Column 5, bidders must indicate how many **sets** of each configuration of carbonless copy paper are included per carton.

Column 6 indicates the estimated number of **cartons** of each configuration of carbonless copy paper UCS intends to purchase per year. For example, UCS intends to purchase 35 cartons of 3-part 8½" × 11" carbonless copy paper.

Column 7 calculates the estimated number of **sets** of each configuration of carbonless copy paper will be purchased per year. In each row of the table, this number is calculated by multiplying number of sets per carton (as supplied by the bidder in Column 5) by the estimated number of cartons UCS will order each year (as set forth in Column 6).

In Column 8, bidders must quote the price they will charge UCS for each **carton** of carbonless copy paper corresponding to the configuration of that paper set forth in Columns 1 and 2.

Column 9 calculates the total cost per year of each configuration of carbonless copy paper by multiplying the estimated number of cartons UCS will order (as set forth in Column 6) by the cost per carton supplied by the bidder in Column 8.

Column 10 calculates the cost per set of each configuration of carbonless copy paper by dividing the cost per carton (as supplied by the bidder in Column 8) by the number of sets per carton (as supplied by the bidder in Column 5).

Column 11 assigns a weighted factor for each configuration of carbonless copy paper. The Pricing Sheet computes this weighted factor by dividing the estimated number of sets ordered annually for *each* configuration of carbonless copy paper (as computed in Column 7) by the sum of all of the estimated numbers of sets ordered annually for *every* configuration of carbonless copy paper.

In Column 12, an item score is computed by multiplying the cost per set for each configuration of carbonless copy paper (as computed in Column 10) by the weighted factor computed in Column 11, and then multiplying that result by 1,000. The default item score for each configuration of carbonless copy paper is 100.0000. The score changes dynamically as information is entered into Columns 5 and 8, and item scores throughout the table are recalculated as information is added or changed in Columns 5 and 8.

***Note:***

- a. Amounts in Column 12 are displayed to the fourth decimal place, and the final combined weight score (as shown in cell L32) is displayed to the sixth decimal place.
- b. As explained in Article III of this request for bids, a single contract will be awarded to the responsible bidder that is determined to be in compliance with this RFB and specifications and that submits a bid with the ***lowest*** (that is, least) combined weighted score.
- c. If a vendor supplies only the costs per carton in Column 8 but does not include the number of sets per carton in Column 5, the item score in Column 12 will remain 100. Accordingly, vendors are strongly encouraged to fill in the cells in ***both*** Columns 5 and 8 for each row.

Beneath the table, the spreadsheet calculates the following:

- (i) The estimated number of cartons ordered annually (1,185);
- (ii) The total estimated number of sets ordered annually (calculated by adding all of the estimated numbers of sets ordered annually for each configuration of carbonless copy paper computed in Column 7);
- (iii) The total cost per year for the bid (calculated by adding all of the Total Costs of Cartons per Year set forth in Column 9);
- (iv) The grand total cost for three years (calculated by tripling the total cost per year for the bid); and
- (v) The combined weighted score, which is calculated by adding all of the item scores set forth in Column 12.

#### **4. 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.

## **5. Samples**

As part of the bid response evaluation, UCS/OCA reserves the right to request from any vendor not only deemed responsible and responsive, but also deemed to have submitted the bid with the lowest combined weighted score, to provide to OCA at no charge samples of 4-part carbonless paper, which will be tested in the OCA printing equipment, in the following quantities:

Size:	8½" × 11"	2 cartons
	8½" × 14"	2 cartons
	11" × 17"	1 carton
	14" × 17"	1 carton

If the carbonless paper proves unsatisfactory during the first testing, bidder shall provide OCA with a new set of samples for a second testing. If the carbonless paper proves unsatisfactory during the second testing by OCA, bidder's response may be disqualified.

## **B. NYS BID FORMS**

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

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

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

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

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

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

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

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

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

### **3. New York State Vendor File Registration**

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

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

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

Bids/Proposals must be clearly addressed and submitted to:

**NYS OCA Contracts & Procurement Unit  
2500 Pond View Drive, Suite 104  
Castleton-on-Hudson, NY 12033  
Attn: Diana Sakur**

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

**Deliver immediately to Diana Sakur  
Sealed bid - Do not open  
RFB# OCA/PS-277 due Monday, October 17, 2022, at 3:00 PM (EDT)**

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 **Monday, October 17, 2022, at 3:00 PM (EDT)** at the latest or bids will be declared late bids and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

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

In addition to the Bid Submission Procedures contained in sub-article A, above, bidders may submit Bid proposals electronically to: [UCS-Bid-Submissions@nycourts.gov](mailto:UCS-Bid-Submissions@nycourts.gov). The email subject line must state: "Bid Proposal – OCA/PS-277" and per subsection (b) below, indicate the email sequence number, as appropriate.

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

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

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

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

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

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



### No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Diana Sakur, 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/PS-277. No-bid letters may be sent by email to [dsakur@nycourts.gov](mailto:dsakur@nycourts.gov). Please indicate in "Subject" field: RFB# OCA/PS-277 – No-Bid.

### Questions

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

Diana Sakur, Court Analyst  
Email: [dsakur@nycourts.gov](mailto:dsakur@nycourts.gov)

Please indicate in "Subject" field: "RFB# OCA/PS-277 - Question(s)."

The deadline to submit questions is **Friday, September 30, 2022, at 3:00 PM (EDT)**. 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/PS-277.

**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.

### Pre-Bid Conference

A pre-bid conference will not be held.

## C. BID OPENING

Bid opening will be virtual: Any bidder who wishes to participate in the virtual bid opening must RSVP via email to Diana Sakur at [dsakur@nycourts.gov](mailto:dsakur@nycourts.gov) not later than **Thursday, October 13, at 4:00 PM (EDT)**. A reply email containing an MS Teams invitation link will be sent to participating bidders prior to the bid conference date. The invitation will include a telephone call-in number to enable audio-only participation.

## VIII. GENERAL BID REQUIREMENTS

### Online RFB/RFP Package: Disclaimer

Bidders accessing any UCS/UCS/OCA solicitations and related documents from the New York State UCS website [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation and bid

documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

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

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

### **Estimated Quantities**

Any quantities specified in this solicitation constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied. Awarded Contractor must accept all requests for services placed by UCS during the term of an awarded contract.

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

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

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

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event UCS may then invite the bidder with the next highest evaluation score to enter into negotiations for purposes of executing a contract.

### **Responsible Bidder**

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

### **Clarification/Correction of Bids/Proposals**

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

### **Minor Bid Irregularities**

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

### **Unified Court System Self-Insurance**

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

### **Inspection of Bidder's/Awarded Contractor's Facilities**

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

### **Access to Court Facilities**

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

### **Subcontracting**

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

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

### **Implied Requirements**

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

### **Silence of the Specifications**

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

### **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.

### **Right to Waive**

In the event satisfactory bids are not received, UCS/OCA reserves the right to consider alternative 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. UCS/OCA also reserves the right to waive all bids after analyzing bid proposals.

## **IX. CONTRACT TERMS AND REQUIREMENTS**

### **Contract Terms**

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

### **Compliance with Laws**

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

### **Independent Contractor Status**

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

### **Indemnity**

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

### **Confidentiality and Data Security**

Awarded Contractor acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the Awarded Contractor by the court, or which may be otherwise encountered by Awarded Contractor shall be considered extremely confidential and shall be handled accordingly at all times. Neither the Awarded Contractor nor any of its employees, servants, vendors, agents or volunteers

shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of UCS. Any breach of this confidentiality by the Awarded Contractor or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by UCS and may subject the Awarded Contractor to further penalties.

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

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

## **Termination**

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

1. If the UCS Budget (“Budget”) is modified (a “Budget Modification”, defined in subsection 2 below) for any State fiscal year included in the term of the awarded contract, in whole or in part (including any renewal or extension term), such that UCS determines, in its sole discretion, that it is necessary to reduce, eliminate or otherwise modify the budget allocation covering payment thereunder, UCS shall have the option to terminate the awarded contract upon not less than thirty (30) days’ notice to awarded contractor, without liability for costs, expenses or damages as a result thereof.
1. 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.
2. Termination hereunder shall be further governed by the termination provisions contained in the awarded contract, as applicable.

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

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

responsibility and in the Awarded Contractor's removal from the UCS/UCS/OCA's bidders list for future solicitations.

### **Intellectual Property**

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

### **Insurance Requirement**

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

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

Any questions regarding workers' compensation coverage requirements or debarments should be directed to:

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

### **Only the following forms will be accepted:**

#### **Proof of Workers' Compensation Coverage**

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

Proof of Disability Benefits Coverage

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

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

NYS Unified Court System  
Office of Court Administration  
Contracts & Procurement Unit  
2500 Pond View – Suite 104  
Castleton-on-Hudson, NY 12033

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.