

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID/PROPOSAL—

NYS Office of Court Administration Contracts & Procurement Unit 42 Karner Road Albany, NY 12205 (Agency Name and Address)
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Direct Inquiries to: Gabrielle Tanski-Shaver E-Mail: <a href="mailto:gtanski@nycourts.gov">gtanski@nycourts.gov</a>
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Price to include delivery to (describe exact location and method of delivery)

PER ATTACHED RFP/RFB SPECIFICATIONS

**(This is not an order)  
BID MUST BE MADE ON THIS SHEET  
OR AS OTHERWISE SPECIFIED**

<b>Number: OCA/CP-204 Issue Date:</b>	<b>Commodity Group:</b>
<b>Opening Date: 07/02/2015 Opening Time: 3:00 PM</b>	<b>Commodity Name: Case File and Motion Jackets &amp; Folders</b>

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (July 2006) ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)  <b>UCS ATTACHMENTS I, III AND IV ARE ATTACHED &amp; INCORPORATED HEREIN.</b>	Bidder's Quotation and Specific Description of Item Offered <b>BIDDERS ARE TO SUBMIT ALL REQUIRED DOCUMENTATION AND PRICING IN THE FORMAT PRESCRIBED BY THE ATTACHED RFP/RFB SPECIFICATIONS.</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/Proposal 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/proposal. The bid/proposal 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/PROPOSAL NUMBER, THE OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED RESPONSE.
5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE RESPONSES 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.

**RESPONSES MUST BE SIGNED**

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

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## **EXHIBIT A - Strip Label Example**

## **EXHIBIT B – UCS Shipping Locations by Zip Code**

**DOCUMENT ENCLOSURE CHECKLIST**

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

- Group I – Bid Response Forms, 6 pages (p. 32-37)
- Group II - Bid Response Forms, 4 pages (p. 38-41)
- Group III - Bid Response Forms pages, 2 pages, (p. 42-43)

The following documents must be fully executed and included in bidder's proposal. Failure to do so may disqualify bidder's response:

- UCS Request for Bid/Proposal Form with original signature
- Attachment I - Standard Request for Bid Clauses & Forms
  - p.3 - Non-Collusive Bidding Certificate
  - p.4 - Corporate Acknowledgment
  - p.5 – Bidder's Certificate of Work (Printing)
  - p.6 – Bidder's Certificate of Recycled Product(s)
  - p.7 – Manufacturer's Affidavit of Recycled Content
- Attachment II – NOT APPLICABLE
- Attachment III - Vendor Responsibility Questionnaire
  - Paper questionnaire attached, or
  - Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening date
- Attachment IV - Procurement Lobbying forms
  - UCS 420 - Disclosure of Prior Non-Responsibility Determination
  - UCS 421 - Affirmation of Understanding and Agreement
  - UCS 423 - Termination Clause
- Certificates of 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 coverage required by the bid specifications
- Bidder's Qualifications
- List of three (3) references (names, contacts, addresses, phone numbers, emails)
- Original bid response + three (3) complete copies
- Signed Documents Enclosure Checklist

**To be complete, a bidder's bid response must include ALL the above documents. All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual. Signatory notarization must be that of the person whose signature is affixed to all required documents.**

Company Name: \_\_\_\_\_

Authorized Officer's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## I. DETAILED SPECIFICATIONS

### Purpose and Scope

The New York State Unified Court System ("UCS"), Office of Court Administration ("OCA") is soliciting sealed bids for the award one or more estimated quantity term contracts for the provision of printed and unprinted custom case file and motion jackets and folders to UCS court locations throughout the State of New York.

### Term of Award

The initial term of the awarded contract(s) shall be three (3) years. UCS/OCA shall have the option to renew the awarded contract(s) for two (2) additional one-year periods (Renewal Terms) upon the same terms and conditions, except pricing. The awarded contract(s) and optional Renewal Terms are subject to the approval of the New York State Attorney General and the Office of the New York State Comptroller.

### Method of Award

A contract award will be made for each Group specified below (Group I, Group II and Group III) to the responsible bidder, determined to be in compliance with this RFP/RFB and specifications, who submits the lowest Grand Total Estimated Price for each Group, as indicated in the Bid Response Form.

The groups are:

Group I - Flat Jackets & Folders

Group II - Expansion Jackets & Folders

Group III - NYC Civil Court Jackets

Bidders may submit a response for one (1), two (2) or all three (3) of the Groups specified above; provided, Bidders must quote a price for all items listed within a Group.

### Questions

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

Gabrielle Tanski-Shaver  
[gtanski@nycourts.gov](mailto:gtanski@nycourts.gov)

Please indicate in "Subject" field: OCA/AS-204 Question(s).

The deadline to submit questions is **June 11, 2015** before 4:00 pm. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) in the Addenda column for the appropriate solicitation and mailed to the bidders list a couple of days after this deadline.

**IMPORTANT:** All questions regarding this solicitation must be in writing and directed solely to the

attention of the above-designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS/OCA 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.

### **Mandatory Pre-Bid Conference and Examination of Custom Jackets & Folders**

A **mandatory** pre-bid conference will be conducted at **11:00 AM sharp on Thursday, June 18, 2015 at the Office of Court Administration, 42 Karner Road, Albany, NY 12205**. Attendance will be taken and only bidders who attend this mandatory conference will be permitted to submit bid responses. Samples of custom jackets & folders required by UCS locations will be available for examination by potential bidders during this pre-bid conference only. No samples will be provided for bidding purposes at any other time. If bidders plan on attending this conference, they must notify Gabrielle Tanski-Shaver by email by 4:00 p.m. on June 17, 2015.

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

Bidders may **not** submit their bid/proposal responses online.  
Bids/Proposals must be **clearly addressed and submitted** to:

Gabrielle Tanski-Shaver  
Senior Court Analyst  
NYS Office of Court Administration  
42 Karner Road  
Albany, NY 12205

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

"Deliver immediately to Gabrielle Tanski-Shaver"

"Sealed bid - Do not open"

**"OCA/AS-204 due July 2, 2015 at 3:00 p.m."**

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by July 2, 2015 at 3:00 pm at the latest or bids will be declared a "late bid" and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

### **No-Bids**

Bidders are requested to send a no-bid letter to OCA, Attn: Gabrielle Tanski-Shaver, 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: OCA/AS-204.

### **Bidders Qualifications**

The awarded contractor must accept, and shall be required to fulfill, all orders placed within the contract

period.

Each bidder shall submit with its bid satisfactory evidence that it has previous experience, adequate financial resources and business organization to perform the type, magnitude, and quality of work specified in this RFP/RFB, including at least three years' experience in the conduct of service comparable in nature, volume, and scope to that described in this solicitation.

### **Bidder's Facility**

For purposes of bid evaluation, bidder shall make its facilities available for on-site inspection upon request of UCS.

### **Pricing/Compensation**

Except as expressly provided for in the Bid Response Form, 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 production and delivery of the items as specified in this RFP/RFB, including, but not limited to the manufacture, production, construction, printing (including, but not limited to, all options and customization specified, pre-printing set up, artwork, annual date or information changes, plates, etc.), color coding, printing and affixing labels to jackets and folders). All bid pricing shall include delivery costs, and shall be net F.O.B. destination, to the location specified in each PO. Note - See Exhibit B for Court location shipping zip codes.

Pricing shall be submitted only on, and in the format prescribed by, the Bid Response Form. Bidder must quote pricing on a cost per unit basis (per 100 units, as specified in the Bid Response Form) and compute all price extensions listed in the Bid Response Form. In the event of a bidder's miscalculation, the unit price will prevail. The UCS reserves the right to make mathematical corrections based on unit price(s.) In the event that a bidder leaves a unit price blank on the Bid Response Form, the UCS will interpret that price as \$ 0.00.

Bidders may submit a response for one (1), two (2) or all three (3) of the Groups specified (Group I, Group II, Group III); provided, Bidders must quote a price for all items listed within a Group they choose to bid on or their bid for such Group may be disqualified.

Bidders must indicate "No Bid" on the Bid Response Form for any Group(s) that they choose not to submit a bid. In the event a bidder leaves the Bid Response Form for a Group blank, it will be interpreted as a "No Bid" for such Group.

### **Price Adjustments:**

Pricing shall remain unchanged for the initial three (3) year term of the contract(s). Pricing shall be subject to increase as of the commencement date of each Renewal Term in an amount which (i) shall not exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. Cities Average; All items; not seasonally adjusted, 1982-1984=100 reference base ("CPI") as of the third month prior to the commencement date of such Renewal Term over the CPI as of the third month prior to the commencement date of the immediately preceding contract term. *(By way of example, if the initial term of the contract commenced in January, 2015, the first renewal term increase would be based on the percentage increase, if any, of the October, 2017 CPI over the October 2014 CPI; for the second renewal term: October, 2018 CPI over the*

*October 2017 CPI*). In no event, however, shall the percentage annual increase exceed five percent (5%) per Renewal Term. Prices shall thereafter remain unchanged for the balance of each Renewal Term.

### **Required Bidder Samples**

Bidders must submit together with their bid proposals two (2) samples of each Item listed for the Group or Groups for which they have submitted a bid; provided, only one listed color per Item shall be submitted, to be selected by bidder. Samples must be clearly labeled by Group and Item designation. Failure to provide required samples may disqualify bidder's response. Samples will not be returned to bidders. Bidders shall promptly provide additional samples upon request at no cost to UCS.

### **Purchase Orders**

Purchase orders (POs) will be delivered to awarded contractor(s) on an as-needed basis by UCS ordering locations ("UCS Location") and will indicate item(s) ordered, any customization requirements, delivery instructions, and shall include a sample (when deemed necessary by the UCS Location). Awarded contractor(s) must deliver written confirmation to the UCS location of its PO within five (5) business days of receipt.

Group I and Group II jackets and folders may be customized at the option of UCS Location with any color, printing, ink and labelling options listed. Group III jackets shall be ordered only as described in each Item listing.

Awarded contractor(s) will deliver a proof or sample of each item ordered to the UCS Location within five (5) business days of receipt of a PO. Each proof or sample must be approved in writing by the UCS Location prior to production. UCS will not be responsible for any costs or charges incurred by the contractor(s) absent such written approval.

### **Purchase Order Changes**

UCS Locations shall have the right to make such corrections to proofs or samples as they deem necessary, via delivery to awarded contractor of a "Change of Purchase Order." Awarded contractor shall provide a revised proof or sample to UCS Locations within seven (7) business days of receipt of a Change of Purchase Order. OCA will pay an editing fee for corrections to a proof or sample, in respective amount submitted by bidder in the Bid Response Form; provided, corrections due to contractor error shall be without charge.

Any and all order changes, proof corrections, text changes, clarifications or other communications between a UCS Location and the awarded contractor concerning a PO **must be made addressed in writing** (or via electronic transmission, upon agreement of UCS Location) to the person designated in the PO. Awarded contractor shall likewise designate a person and address for receipt of such communications. Under no circumstances shall awarded contractor act on verbal communications. **Contractor will assume all risks if acting otherwise.**

Pricing in effect as of the date of receipt of a PO, not as of the delivery date, shall apply to all orders.

**Ordering Deadline for Guaranteed December Delivery**

All items ordered via PO's received by awarded contractor on or before **September 1** of any calendar year must be fulfilled in their entirety, and delivered to the ordering UCS Location on or before **December 1** of such calendar year, unless expressly provided otherwise in such PO. TIME IS OF THE ESSENCE AS OF SUCH DELIVERY DEADLINE DATE. For every business day that the delivery is delayed after the December 1 deadline, one percent (1%) of the gross invoice for that shipment will be subtracted from the total amount due to the awarded contractor for any such late delivery, until the delivery is made, as liquidated damages.

**Delivery**

The awarded contractor shall be required to ship orders to UCS Locations throughout New York State. A listing of current locations/addresses is contained in Exhibit B annexed hereto. The locations/addresses are subject to change by UCS, provided, no location/address shall be outside of New York State.

UCS Locations shall have the option of directing in the PO that partial deliveries be made as of specified dates.

**Reports**

Upon request, awarded contractor(s) may be required to submit a post-production report by January 31, of any given year covered under any awarded contract(s) which shall indicate ordering location, PO number, order date, style(s), quantity ordered and ship dates for any orders placed during the previous calendar year.

**Payments**

All payments will be processed in a timely manner upon receipt of accurate and properly executed invoices delivered to the ordering UCS Location address specified on the PO. Awarded contractor shall only invoice upon shipment of each delivery.

**Access to Court Facilities**

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

**Subcontracting**

Subcontracting and any other transfer of any duties or obligation 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 in 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.

**II. TECHNICAL SPECIFICATIONS** - Detailed Item Descriptions, Printing Specifications, Ink Requirements and Labelling Specifications for jackets and folders:**GROUP I - FLAT JACKETS and FOLDERS (p. 1 of 4)****A. GROUP I – CONSTRUCTION SPECIFICATIONS:**

- **Paper Thickness** - All references to “Pt. Stock” shall be as manufactured in caliper (point).
- **Seams/Corners** - All specified seams and corners must be fully gum sealed, thoroughly and evenly, with no visible openings.
- **Required Options** - Additional Two Inch (2”) Paper Fasteners

**Group I - Item Descriptions:** Exact specifications contained in this solicitation are subject to minor changes and updates by UCS without changes in pricing.

**Item A:**

**Size:** 9-1/2 x 15"

**Description:** Flat Jacket - 3/4" Full Top Tab Cut (Not Reinforced, No Thumb Cut)

**Paper Thickness:** 11 Pt. Stock

**Colors:** Manila, Assorted (Red, Orange, Yellow, Green, Blue, Lt. Purple, Pink, Gray, White)

**Item A1:**

**Size:** 9-1/2 x 15"

**Description:** Flat Jacket – Straight Cut across Top, No Tab (Not Reinforced, No Thumb Cut)

**Paper Thickness:** 11 Pt. Stock

**Color:** Manila

**Item B:**

**Size:** Flat Jacket - 9-1/2 x 15"

**Description:** 4" Flap (min.)

**Paper Thickness:** 11 Pt. Stock

**Colors:** Manila, Assorted (Red, Orange, Yellow, Green, Blue, Lt. Purple, Pink, White, Gold, Buff, Brown)

**Item C:**

**Size:** 9-1/2 x 15"

**Description:** Flat Jacket - 3/4" Full Top Tab Cut (Not Reinforced, No Thumb Cut)

**Weight:** Sub. 40# Kraft

**Color:** Gold Kraft, Gray Kraft

**Item D:**

**Size:** 9-1/2 x 14-3/4"

**Description:** Legal Size File Folder – Straight Cut or 2/5 Cut Center, Left or Right Tab (Reinforced) with One (1) 2" Bonded Fastener (Inside Back of folder on Left Side (if held horizontally))

**Paper Thickness:** 11 Pt. Stock

**Colors:** Manila, Assorted (Red, Yellow, Green, Blue)

**GROUP I - FLAT JACKETS and FOLDERS (p. 2 of 4)**

**Item D1:**

**Size:** 9-1/2 x 14"

**Description:** File Folder - Straight Cut or 2/5 Cut Center, Left or Right Tab (Reinforced) with One (1) 2" Bonded Fastener (Inside Back of folder on Left Side (if held horizontally))

**Paper Thickness:** 11 Pt. Stock

**Colors:** Manila, Brown Kraft

**Item D2:**

**Size:** 9-1/2 x 15-1/4"

**Description:** File Folder - Straight Cut or 2/5 Cut Center, Left or Right Tab (Reinforced) with One (1) 2" Bonded Fasteners (Inside - Back, Left Side)

**Paper Thickness:** 11 Pt. Stock

**Colors:** Manila, Assorted (Red, Yellow, Green, Blue)

**Item D3:**

**Size:** 9-1/2 x 14-3/4"

**Description:** Legal Size File Folder – Straight Cut or 2/5 Cut Center, Left or Right Tab (Reinforced) with One (1) 2" Bonded Fastener (Inside Back of folder on Left Side (if held horizontally))

**Paper Thickness:** 15 Pt. Stock

**Colors:** Manila, Brown Kraft, Assorted Colors (Red, Orange, Yellow, Green, Blue, Lt. Purple, Gray)

**Item E:**

**Size:** 10 x 15"

**Description:** Flat Jacket - 4" Flap (min.)

**Paper Thickness:** 11 Pt. Stock

**Color:** Manila, Assorted Colors (Red, Orange, Yellow, Green, Blue, Pink)

**Item F:**

**Size:** 9-1/2 x 14-3/4"

**Description:** Legal Size File Folder - Straight Cut or 2/5 Cut Center, Left or Right Tab (Reinforced),

**Paper Thickness:** 11 Pt. Stock

**Color:** Manila, Brown Kraft, Assorted Colors (Red, Yellow, Green, Blue)

**There is no Item G**

**Item H:**

**Size:** 9-1/2 x 15-1/2" (Overall Dimensions)

**Description:** Flat Jacket - 14-3/4" Full Top Tab Cut (Not Reinforced, No Thumb Cut) with 3/4 x 8-1/2" Vertical Tab (reinforced by over-lapping seam) on either Left or Right side

**Paper Thickness:** 11 Pt. Stock

**Color:** Manila, Assorted Colors (Red, Orange, Yellow, Blue)

**GROUP I - FLAT JACKETS and FOLDERS (p. 3 of 4)****B. GROUP I – PRINTING SPECIFICATIONS****Terminology:**

- **Front Face:** The outer front surface of the jacket/folder.
- **Back Face:** The outer back surface of the jacket/folder.
- **One (1) Face:** The front **or** back face of a jacket/folder.
- **Two (2) Faces:** The front **and** back faces of a jacket/folder.
- **Inner Back Tab:** The inside edge of the back of a jacket/folder, at the top (i.e. the tab).
- **Outer Flap:** The outside of a jacket flap.
- **Inner Flap:** The inside of a jacket flap.
- **Color Coding:** A custom color border or edge that may be requested to be printed on jackets.

**Ink Requirements:**

- Primarily black line copy. Color ink, as indicated in the Bid Response Form.

**Color Coding Options:** Colors as indicated in the Bid Response Form in any combination, applied as follows:

- **Front Perimeter** – Edging around entire Front Face of the jacket/folder.
- **Back Perimeter** – Edging around entire Back Face of the jacket/folder.
- **Front Top Edge** – Edging across the front top edge of the jacket/folder (no tab)
- **Inner Back Tab** – Edging along the inside edge of the back of the jacket/folder, at the top (i.e. the tab).
- **Outer Flap** – On outside of the jacket flap.
- **Inner Flap** - On inside of the jacket flap.

**Printing Options:**

- **Sequential Numbering:** Directly on jackets in black ink. Lettering size from one-half inch (1/2") to one-inch (1"). Specific customization (size, placement and number range) as indicated in PO.

**GROUP I - FLAT JACKETS and FOLDERS (p. 4 of 4)****Printing Options (cont'd):**

- **Bar Coding:** Sequential bar codes on jackets as specified herein. Directly on the jackets in black ink and will range in size from one-half inch (1/2") to one inch (1"). Bar coding must be in UCS- required type **Code 39 - Full ASCII, Medium Resolution**. Specific customization, number range and placement on jacket will be indicated on the PO.

**C. GROUP I – LABELING SPECIFICATIONS****To be affixed by awarded contractor.**

- **Strip Labels with Bar Coding:** Court-specific range of identifying numbers and/or color blocks to be affixed to jackets by awarded contractor(s). Size is 1.5" wide x 8.5" long. Bar coding must be in UCS- required type **Code 39 - Full ASCII, Medium Resolution**. Specific customization, number range and placement as indicated on PO. See Exhibit A – Strip Label Example.
- **Strip Labels without Bar Coding:** Court-specific range of identifying numbers and/or color blocks to be affixed to jackets by awarded contractor(s). Size is 1.5" wide x 8.5" long. Specific customization, number range and placement as indicated on PO. See Exhibit A – Strip Label Example.

**GROUP II - EXPANSION JACKETS and FOLDERS (p. 1 of 4)****A. GROUP II – CONSTRUCTION SPECIFICATIONS:**

- **Paper Thickness** - All references to “Pt. Stock” shall be as manufactured in caliper (point).
- **Expansion** - All specified seams and corners must be fully gum sealed, thoroughly and evenly, with no visible openings. Reinforcement as described in Item Descriptions.
- **Required Options** - Additional Two Inch (2”) Paper Fasteners, Tyvek Tape Construction Reinforcement, Elastic Ties

**Group II - Item Descriptions:** Exact specifications contained in this solicitation are subject to minor changes and updates by UCS without changes in pricing.

**Item I:**

**Size:** 10 x 15 x 2"

**Expansion:** 2" Exp. Reinforced w/ Eyelets

**Description:** Expansion Jacket - Full Top Tab Cut (Not Reinforced, No Thumb Cut)

**Paper Thickness:** 15 Pt. Stock

**Color:** Manila, White

**Item I-4" Exp:**

**Same Size, Description, & Paper Thickness as Item I**

**Expansion:** 4" Exp. Reinforced w/ Eyelets

**Color:** Manila

**Item J:**

**Size:** 10 x 15 x 2"

**Expansion:** 2" Exp. Reinforced w/ Eyelets

**Description:** Expansion Jacket - 4" Flap

**Paper Thickness:** 15 Pt. Stock

**Color:** Manila

**Item J-6" Flap:**

**Same Size, Expansion, Paper Thickness and Color as Item J**

**Description:** Expansion Jacket - 6" Flap

**Item K:**

**Size:** 9 x 15 x 2" (For Specially-Sized File Cabinets)

**Expansion:** 2" Exp. Reinforced w/ Eyelets

**Description:** Expansion Jackets - Full Top Tab Cut (Not Reinforced, No Thumb Cut),

**Paper Thickness:** 15 Pt. Stock

**Color:** Manila

**GROUP II - EXPANSION JACKETS and FOLDERS (p. 2 of 4)****Item L:****Size:** 9-1/2 x 15 x 2"**Expansion:** 2" Exp. Reinforced w/ Eyelets**Description:** Expansion Jacket - No Back Cut (Even with Front, No Thumb Cut)**Paper Thickness:** 15 Pt. Stock**Color:** Manila, Assorted Colors (Red, Orange, Yellow, Green, Blue, White)**Item M:****Size:** 9-1/2 x 14-3/4 x 2"**Expansion:** 2" Exp.**Description:** Legal Size Expansion Jacket - 1/2" Full Back Cut with 1/2" Extended Side Tab (Upper Right or Left Corner), Manila-Lined with Gusset**Paper Thickness:** 22 Pt.**Color:** Redrope**Item N:****Size:** Overall dimensions 10 x 15-1/4" including 1/2" Extended Side Tab (Upper Right Corner/Side)**Expansion:** 2" Expansion w/ Tyvek Tape Reinforcement**Description:** Type 3 Pressboard Legal Size, 1-Partition Folder with Two (2) 2" Bonded Fasteners (Inside Folder - Front & Back, Left Side), Partition - 18 Pt. Kraft w/ One (1) 1" Duo Fastener**Paper Thickness:** Folder: 25 Pt. Type III Pressboard; Partition: 18 Pt. Kraft**Color:** Brown**Item O:****Size:** 10 x 15 x 5-1/4"**Expansion:** 5-1/4" Exp. with Tyvek Reinforced Double Gusset**Description:** Expanding Jacket with an 8" Flap, Two (2) Dividers, Grommet Secured Center Elastic Rope/Tie**Paper Thickness:** 15 Pt. Stock**Color:** Manila**Item P:****Size:** 9-1/2 x 11-3/4" x 2" (Overall dimensions 9-1/2 x 12-1/4" including 3/4" Extended Side Tab (8-1/2", Reinforced, Right Side)**Expansion:** Open-sided with Tyvek or Cloth 2" Exp.**Description:** Expanding Folder with Center Divider - 11-1/4" x 9-1/4" with a 1/3 Center Cut Tab, Two (2) 2" Bonded Fasteners Inside Folder (Front & Back, Left Side), One Duo Fastener on Center Divider**Paper Thickness:** 11 Pt. Stock**Color:** Manila

**GROUP II - EXPANSION JACKETS and FOLDERS (p. 3 of 4)****B. GROUP II – PRINTING SPECIFICATIONS****Terminology:**

- **Front Face:** The outer front surface of the jacket/folder.
- **Back Face:** The outer back surface of the jacket/folder.
- **One (1) Face:** The front **or** back face of a jacket/folder.
- **Two (2) Faces:** The front **and** back faces of a jacket/folder.
- **Inner Back Tab:** The inside edge of the back of a jacket/folder, at the top (i.e. the tab).
- **Outer Flap:** The outside of a jacket flap.
- **Inner Flap:** The inside of a jacket flap.
- **Sides:** Expansion sides of a jacket: i.e., where the jacket expands, including across the bottom.
- **Color Coding:** A custom color border or edge that may be requested to be printed on jackets.

**Ink Requirements:**

- Primarily black line copy. Color ink, as indicated in the Bid Response Form.

**Color Coding Options:** Colors as indicated in the Bid Response Form in any combination, applied as follows:

- **Front Perimeter** – Edging around entire Front Face of the jacket/folder.
- **Back Perimeter** – Edging around entire Back Face of the jacket/folder.
- **Front Top Edge** – Edging across the front top edge of the jacket/folder (no tab)
- **Inner Back Tab** – Edging along the inside edge of the back of the jacket/folder, at the top (i.e. the tab).
- **Outer Flap** – On outside of the jacket flap.
- **Inner Flap** - On inside of the jacket flap.
- **Expansion Sides** – Where the jacket expands between the Front Face and the Back Face, including across the bottom.

**GROUP II - EXPANSION JACKETS and FOLDERS (p. 4 of 4)****Printing Options:**

- **Sequential Numbering:** Directly on the jackets in black ink. Lettering size from one-half inch (½") to one-inch (1"). Specific customization (size, placement and number range) as indicated in PO.
- **Bar Coding:** Sequential bar codes on jackets as specified herein. Directly on the jackets in black ink and will range in size from one-half inch (½") to one inch (1"). Bar coding must be in UCS- required type **Code 39 - Full ASCII, Medium Resolution**. Specific customization, number range and placement on jacket will be indicated on the PO.

**C. GROUP II – LABELING SPECIFICATIONS****To be affixed by awarded contractor.**

- **Strip Labels with Bar Coding:** Court-specific range of identifying numbers and/or color blocks to be affixed to jackets by awarded contractor(s). Size is 1.5" wide x 8.5" long. Bar coding must be in UCS- required type **Code 39 - Full ASCII, Medium Resolution**. Specific customization, number range and placement as indicated on PO. See Exhibit A – Strip Label Example.
- **Strip Labels without Bar Coding:** Court-specific range of identifying numbers and/or color blocks to be affixed to jackets by awarded contractor(s). Size is 1.5" wide x 8.5" long. Specific customization, number range and placement as indicated on PO. See Exhibit A – Strip Label Example.

**GROUP III – NEW YORK CITY CIVIL COURT JACKETS (p. 1 of 4)**

Item descriptions for Group III jackets and folders are inclusive of printing, sequential numbering and labeling required.

**A. GROUP III – CONSTRUCTION SPECIFICATIONS**

- **Paper Thickness:** All references to “Pt. Stock” shall be as manufactured in caliper (point).
- **Expansions/Seams/Corners:** All specified seams and corners must be fully gum sealed, thoroughly and evenly, with no visible openings.

**B. GROUP III – PRINTING SPECIFICATIONS**

- Black Ink
  - a. 1 Face – Front or Back
  - b. 2 Faces – Front & Back
  - c. Sequential Numbering
    - Printed directly on inside top center of back of jacket, centered, and visible through front thumb cut
    - Size: 1” H x 2” W
    - The following indicators will be printed horizontally as one sequence of characters: Case Type, Case File Number, Dash, Year.  
Example – 2008 Civil Court case file # 026208 would appear as: **CV026208-08**

Specific customization (number range) as indicated in PO.

**C. GROUP III – LABELING SPECIFICATIONS**

**To be affixed by awarded contractor.**

- **Strip Labels with Bar Coding:** Court-specific range of identifying numbers and/or color blocks to be affixed to jackets by awarded contractor(s). Size is 1.5” wide x 8.5” long. Bar coding must be in UCS-required type **Code 39 - Full ASCII, Medium Resolution**. Specific customization, number range and placement as indicated on PO. See Exhibit A – Strip Label Example.
- **Strip Labels without Bar Coding:** Court-specific range of identifying numbers and/or color blocks to be affixed to jackets by awarded contractor(s). Size is 1.5” wide x 8.5” long. Specific customization, number range and placement as indicated on PO. See Exhibit A – Strip Label Example.

**GROUP III – NEW YORK CITY CIVIL COURT JACKETS (p. 2 of 4)**

Exact specifications for construction, printing, sequential numbering and labeling are subject to minor changes and updates by UCS without exact changes in pricing.

**FLAT JACKETS****ITEM CC1:****Size:** 9-1/2 x 15-1/4"**Description:** Flat Jacket – 3/4" Full Back Cut (Not Reinforced, 3/4 x 3" Centered Thumb Cut), Sealed on Left & Right sides with Two (2) 1" Reinforcing Panels**Paper Thickness:** 11 Pt. Stock**Color:** Manila**Printing:** 2 Faces**Sequential Numbering:** Yes**Labeling:** Yes**ITEM CC1-U (Unnumbered):****Same Size, Description, Paper Thickness and Color as Item CC1****Printing:** 2 Faces**Sequential Numbering:** No**Labeling:** No**ITEM CC2:****Size:** 9-1/2 x 15-1/4"**Description:** Flat Jacket - 3/4" Full Back Cut (Not Reinforced, 3/4 x 3" Centered Thumb Cut), Sealed on Left & Right Sides with Two (2) 1" Reinforcing Panels**Paper Thickness:** 11 Pt. Stock**Color:** Blue**Printing:** 2 Faces**Sequential Numbering:** Yes**Labeling:** Yes**ITEM CC2-U (Unnumbered):****Same Size, Description, Paper Thickness and Color as Item CC2****Printing:** 2 Faces**Sequential Numbering:** No**Labeling:** No**ITEM CC3:****Size:** 9-1/2 x 15-1/4"**Description:** Flat Jacket - 3/4" Full Back Cut (Not Reinforced, 3/4 x 3" Centered Thumb Cut), Sealed on Left & Right Sides with Two (2) 1" Reinforcing Panels**Paper Thickness:** 11 Pt. Stock**Color:** Gray**Printing:** 2 Faces

**GROUP III – NEW YORK CITY CIVIL COURT JACKETS (p. 3 of 4)**

**ITEM CC3 (cont'd):**

**Sequential Numbering:** Yes

**Labeling:** Yes

**ITEM CC3-U (Unnumbered):**

**Same Size, Description, Paper Thickness and Color as Item CC3**

**Printing:** 2 Faces

**Sequential Numbering:** No

**Labeling:** No

**EXPANSION JACKETS**

**ITEM CC4-M:**

**Size:** 9-1/2 x 14-3/4 x 2"

**Expansion:** 2" Exp. Reinforced w/ Eyelets

**Description:** Expanding Jacket - 3/4" Full Back Cut (Not Reinforced, 3/4 x 3" Centered Thumb Cut), 9-1/2 x 15-1/4" Self Tab Glued on Back of Jacket to hold strip label (creating a 1/2" Side Tab and making overall dimensions of jacket - 9-1/2 x 15-1/4"x 2")

**Paper Thickness:** 15 Pt. Stock

**Color:** Manila

**Printing:** 1 Face

**Sequential Numbering:** Yes

**Labeling:** Yes

**ITEM CC4-M-U (Unnumbered):**

**Same Size, Expansion, Paper Thickness and Color as Item CC4**

**Description:** Expanding Jacket - 3/4" Full Back Cut (Not Reinforced, 3/4 x 3" Centered Thumb Cut)

**Printing:** 1 Face

**Sequential Numbering:** No

**Labeling:** No

**ITEM CC4-B:**

**Size:** 9-1/2 x 14-3/4 x 2"

**Expansion:** 2" Exp. Reinforced w/ Eyelets

**Description:** Expanding Jacket - 3/4" Full Back Cut (Not Reinforced, 3/4 x 3" Centered Thumb Cut), 9-1/2 x 15-1/4" Self Tab Glued on Back of Jacket to hold strip label (creating a 1/2" Side Tab and making overall dimensions of jacket - 9-1/2 x 15-1/4"x 2")

**Paper Thickness:** 15 Pt. Stock

**Color:** Blue

**Printing:** 1 Face

**Sequential Numbering:** Yes

**Labeling:** Yes

**GROUP III – NEW YORK CITY CIVIL COURT JACKETS (p. 4 of 4)**

**ITEM CC4-B-U (Unnumbered):**

**Same Size, Expansion, Paper Thickness and Color as Item CC4**

**Description:** Expanding Jacket - 3/4" Full Back Cut (Not Reinforced, 3/4 x 3" Centered Thumb Cut)

**Printing:** 1 Face

**Sequential Numbering:** No

**Labeling:** No

**ITEM CC5-M:**

**Size:** 9-1/2 x 14-3/4 x 4"

**Expansion:** 4" Exp. Reinforced w/ Eyelets

**Description:** Expanding Jacket – 3/4" Full Back Cut (Not Reinforced, 3/4 x 3" Centered Thumb Cut), 9-1/2 x 15-1/4" Self Tab Glued on Back of Jacket to hold strip label (creating a 1/2" Side Tab and making overall dimensions of jacket - 9-1/2 x 15-1/4"x 2")

**Paper Thickness:** 15 Pt. stock

**Color:** Manila

**Printing:** 1 Face

**Sequential Numbering:** Yes

**Labeling:** Yes

**ITEM CC5-M-U (Unnumbered):**

**Same Size, Expansion, Paper Thickness and Color as Item CC4**

**Description:** Expanding Jacket - Full Back Cut (Not Reinforced, 3/4 x 3" Centered Thumb Cut)

**Printing:** 1 Face

**Sequential Numbering:** No

**Labeling:** No

**ITEM CC5-B:**

**Size:** 9-1/2 x 14-3/4 x 4"

**Expansion:** 4" Exp. Reinforced w/ Eyelets

**Description:** Expanding Jacket – 3/4" Full Back Cut (Not Reinforced, 3/4 x 3" Centered Thumb Cut), 9-1/2 x 15-1/4" Self Tab Glued on Back of Jacket to hold strip label (creating a 1/2" Side Tab and making overall dimensions of jacket - 9-1/2 x 15-1/4"x 2")

**Paper Thickness:** 15 Pt. stock

**Color:** Manila

**Printing:** 1 Face

**Sequential Numbering:** Yes

**Labeling:** Yes

**ITEM CC5-B-U (Unnumbered):**

**Same Size, Expansion, Paper Thickness and Color as Item CC4**

**Description:** Expanding Jacket - Full Back Cut (Not Reinforced, 3/4 x 3" Centered Thumb Cut)

**Printing:** 1 Face

**Sequential Numbering:** No

**Labeling:** No

### III. The RFB/RFP PROCESS: GENERAL SPECIFICATIONS

#### Note to Bidders

#### 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) as well as Affirmation of Understanding and Agreement (UCS 421) and Termination Clause (UCS 423) 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 contractor 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 contractor's legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references).

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

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. 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 [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please note that online submissions must be certified and 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](http://www.osc.state.ny.us/vendrep) or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

### 3. New York State Vendor File Registration

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

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

**If the bidder is not currently registered in the Vendor File**, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form ([http://www.osc.state.ny.us/vendors/forms/ac3237\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf)) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the awarded contractor. Once the process is initiated, awarded contractor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: [http://www.osc.state.ny.us/vendor\\_management/](http://www.osc.state.ny.us/vendor_management/).

#### Online RFB/RFP Package : Disclaimer

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

#### Bid Response/Proposal: Original and Copies

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3, 4, 5, 6 and 7 of 10; Attachment III - Vendor Responsibility Questionnaire (questionnaire may be filed electronically with OSC); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420, Affirmation of Understanding and Agreement UCS 421 as well as Termination Clause UCS 423; proof of Workers' Compensation and Disability Benefits insurance coverage (See "Insurance Requirements" on page 7); and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist. Complete the paperwork on the forms provided with this solicitation unless otherwise requested. Do not retype or amend any portion of this solicitation. Failure to provide all original documents and the requested number of copies may result in disqualification of a bidder's response.

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

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

**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.

**Rejected and Unacceptable Bids/Proposals**

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

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

**Responsible Bidder**

A bidder shall be defined as "responsible" in accordance with, but not limited to, references, past performance history, financial stability, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-

Vendor Responsibility Questionnaire), and the criteria set forth in the paragraph headed "Rejected and Unacceptable Bids/Proposals" as well as any other criteria necessary and reasonable to establish the bidder's responsibility.

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

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

### **References**

Each bidder must provide at least 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.

### **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.

### **Insurance Requirements**

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

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

forms and procedures. Any questions regarding workers' compensation coverage requirements or debarments should be directed to:

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

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

Proof of Workers' Compensation Coverage

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

Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance, or
- **Form DB-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  
42 Karner Road  
Albany, NY 12205

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

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

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

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

Bodily Injury and Property Damage	\$1 million, per occurrence, \$2million, aggregate
Personal Injury and Advertising:	\$1 million aggregate

Contractual and Products/ Completed Operations	\$2 million aggregate

Commercial General Liability insurance coverage shall be obtained from commercial insurance carriers licensed to do business in the State of New York and shall name UCS as an additional insured or loss payee as appropriate, and shall provide for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal.

**Confidentiality**

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

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

**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 easily separable from the non-confidential sections of the proposal.

**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.

**Termination**

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

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BID OPENING DATE: July 2, 2015

CASE FILE AND MOTION JACKETS & FOLDERS BID OPENING TIME: 3:00 PM

contractor's removal from the UCS/OCA's bidders list for future solicitations.

### **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.

**BID RESPONSE FORMS**

**Bid Response Forms**

- Group I – Bid Response Forms, 6 pages (p. 32-37)
- Group II – Bid Response Forms, 4 pages (p. 38-41)
- Group III – Bid Response Forms, 2 pages (p. 42-43)

Bidders may submit a response for one (1), two (2) or all three (3) of the Groups specified (Group I, Group II, Group III); provided, Bidders must quote a price for all items requested within a Group they choose to bid on or their bid for such Group may be disqualified.

**Bid Response Lot Quantities/Pricing**

All Unit Price estimated quantities are specified in 100 piece lots as indicated in the example below.

Pricing for 100,000 total folders:  
*(to be completed by bidder)*

Item	Unit Price/per100	Multiplied By	Estimated Annual Quantity/ (100 Unit Lots)	Estimated Annual Price
Example A	\$ <b>25.50</b>	X	1,000	\$ <b>25,500.00</b>

**GROUP I BID RESPONSE FORM: TABLE A - JACKET CONSTRUCTION (p. 1 of 6)**

Item	Unit Price/per 100	Multiplied By	Estimated Annual Quantity (100 Unit Lots)	Estimated Annual Price
A-Manila	\$ _____	X	1371	\$ _____
A-Red	\$ _____	X	18	\$ _____
A-Orange	\$ _____	X	50	\$ _____
A-Yellow	\$ _____	X	70	\$ _____
A-Green	\$ _____	X	33	\$ _____
A-Blue	\$ _____	X	54	\$ _____
A-Light Purple	\$ _____	X	2	\$ _____
A-Pink	\$ _____	X	160	\$ _____
A-Gray	\$ _____	X	296	\$ _____
A-White	\$ _____	X	1	\$ _____
A1-Manila	\$ _____	X	1	\$ _____
B-Manila	\$ _____	X	1504	\$ _____
B-Red	\$ _____	X	10	\$ _____
B-Orange	\$ _____	X	1	\$ _____
B-Yellow	\$ _____	X	76	\$ _____
B-Green	\$ _____	X	16	\$ _____
B-Blue	\$ _____	X	11	\$ _____
B-Light Purple	\$ _____	X	1	\$ _____
B-Pink	\$ _____	X	40	\$ _____
B-White	\$ _____	X	8	\$ _____
B-Gold	\$ _____	X	25	\$ _____
B-Buff	\$ _____	X	10	\$ _____
B-Brown	\$ _____	X	10	\$ _____

**GROUP I BID RESPONSE FORM (p. 2 of 6)**  
**TABLE A (cont'd) - JACKET CONSTRUCTION**

Item	Unit Price/per 100	Multiplied By	Estimated Annual Quantity (100 Unit Lots)	Estimated Annual Price
C-Gold Kraft	\$ _____	X	424	\$ _____
C-Gray Kraft	\$ _____	X	10	\$ _____
D-Manila	\$ _____	X	67	\$ _____
D-Red	\$ _____	X	1	\$ _____
D-Yellow	\$ _____	X	1	\$ _____
D-Green	\$ _____	X	1	\$ _____
D-Blue	\$ _____	X	1	\$ _____
D1-Manila	\$ _____	X	1	\$ _____
D1-Brown Kraft	\$ _____	X	229	\$ _____
D2-Manila	\$ _____	X	1	\$ _____
D2-Red	\$ _____	X	1	\$ _____
D2-Yellow	\$ _____	X	1	\$ _____
D2-Green	\$ _____	X	1	\$ _____
D2-Blue	\$ _____	X	1	\$ _____
D3-Manila	\$ _____	X	10	\$ _____
D3-Brown Kraft	\$ _____	X	2	\$ _____
D3-Red	\$ _____	X	5	\$ _____
D3-Orange	\$ _____	X	5	\$ _____
D3-Yellow	\$ _____	X	5	\$ _____
D3-Green	\$ _____	X	5	\$ _____
D3-Blue	\$ _____	X	5	\$ _____
D3-Light Purple	\$ _____	X	5	\$ _____

**GROUP I BID RESPONSE FORM (p. 3 of 6)**  
**TABLE A (cont'd) - JACKET CONSTRUCTION**

Item	Unit Price/per 100	Multiplied By	Estimated Annual Quantity (100 Unit Lots)	Estimated Annual Price
D3-Gray	\$ _____	X	5	\$ _____
E-Manila	\$ _____	X	370	\$ _____
E-Red	\$ _____	X	1	\$ _____
E-Orange	\$ _____	X	4	\$ _____
E-Yellow	\$ _____	X	10	\$ _____
E-Green	\$ _____	X	4	\$ _____
E-Blue	\$ _____	X	5	\$ _____
E-Pink	\$ _____	X	300	\$ _____
F-Manila	\$ _____	X	35	\$ _____
F-Brown Kraft	\$ _____	X	125	\$ _____
F-Red	\$ _____	X	4	\$ _____
F-Yellow	\$ _____	X	21	\$ _____
F-Green	\$ _____	X	1	\$ _____
F-Blue	\$ _____	X	11	\$ _____
H-Manila	\$ _____	X	250	\$ _____
H-Red	\$ _____	X	1	\$ _____
H-Orange	\$ _____	X	120	\$ _____
H-Yellow	\$ _____	X	1	\$ _____
H-Blue	\$ _____	X	1	\$ _____
Construction Options:				
Additional 2" Paper Fasteners	\$ _____	X	177	\$ _____
			Total Estimated Annual Price (Sum of all Rows in Table A) =	\$ _____

**GROUP I BID RESPONSE FORM (p. 4 of 6)**

**TABLE B - PRINTING**

<b>Item</b>	<b>Unit Price/per 100</b>	<b>Multiplied By</b>	<b>Estimated Annual Quantity (100 Unit Lots)</b>	<b>Estimated Annual Price</b>
Black Ink - 1 Face (Front OR Back)	\$ _____	X	2775	\$ _____
Black Ink - 2 Faces (Front AND Back)	\$ _____	X	6685	\$ _____
Black Ink - Inner Back Tab	\$ _____	X	197	\$ _____
Black Ink - Outer Flap	\$ _____	X	1200	\$ _____
Black Ink - Inner Flap	\$ _____	X	10	\$ _____
Red Ink - 1 Face (Front OR Back)	\$ _____	X	10	\$ _____
<b>Color Coding:</b>				
One Perimeter (Front OR Back)	\$ _____	X	10	\$ _____
Two Perimeter (Front AND Back)	\$ _____	X	10	\$ _____
Front Top Edge	\$ _____	X	1100	\$ _____
Inner Back Tab	\$ _____	X	40	\$ _____
Outer Flap	\$ _____	X	10	\$ _____
Inner Flap	\$ _____	X	10	\$ _____
<b>Printing Options:</b>				
Sequential Numbering	\$ _____	X	1572	\$ _____
Bar Coding	\$ _____	X	10	\$ _____
Editing Fee for Correction (due to UCS error)	\$ _____	X	1	\$ _____
			Total Estimated Annual Price (Sum of all Rows in Table B) =	\$ _____

**GROUP I BID RESPONSE FORM (p. 5 of 6)**

**TABLE C – LABELING**

Item	Unit Price/per 100	Multiplied By	Estimated Annual Quantity (100 Unit Lots)	Estimated Annual Price
Strip Labels	\$ _____	X	50	\$ _____
Strip Labels with Bar Code	\$ _____	X	1470	\$ _____
			Total Estimated Annual Price (Sum of all Rows in Table C) =	\$ _____

**GROUP I BID RESPONSE FORM (p. 6 of 6)**  
**GRAND TOTAL ESTIMATES PRICE OF GROUP I**

\$ \_\_\_\_\_ Table A – Total Estimated Annual Price of Jackets/Folders Construction (p. 32-34)

+ \$ \_\_\_\_\_ Table B - Total Estimated Annual Price of Printing (p. 35)

+ \$ \_\_\_\_\_ Table C - Total Estimated Annual Price of Labeling (p. 36)

= \$ \_\_\_\_\_ Total Estimated Annual Price of Group I Jackets and Folders (A+B+C)

X 3 (Multiplied by 3 - Years in Initial Term of Contract)

+ \_\_\_\_\_ Grand Total Estimated Price of Group I

Company Name: \_\_\_\_\_

Authorized Officer's Name (Printed): \_\_\_\_\_

Authorized Officer's Title (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**GROUP II BID RESPONSE FORM (p. 1 of 4)**

**TABLE A - JACKET CONSTRUCTION**

Item	Unit Price/per 100	Multiplied By	Estimated Annual Quantity (100 Unit Lots)	Estimated Annual Price
I-Manila	\$ _____	X	879	\$ _____
I-White	\$ _____	X	10	\$ _____
I-4" Exp. Manila	\$ _____	X	5	\$ _____
J	\$ _____	X	49	\$ _____
J-6" Flap	\$ _____	X	217	\$ _____
K	\$ _____	X	10	\$ _____
L-Manila	\$ _____	X	90	\$ _____
L-Red	\$ _____	X	1	\$ _____
L-Orange	\$ _____	X	40	\$ _____
L-Yellow	\$ _____	X	1	\$ _____
L-Green	\$ _____	X	1	\$ _____
L-Blue	\$ _____	X	20	\$ _____
L-White	\$ _____	X	40	\$ _____
M	\$ _____	X	75	\$ _____
N	\$ _____	X	77	\$ _____
O	\$ _____	X	7	\$ _____
P	\$ _____	X	300	\$ _____
Construction Options:				
Tyvek Tape Reinforcement	\$ _____	X	15,600	\$ _____
Elastic Ties	\$ _____	X	10	\$ _____
Additional 2" Paper Fastener	\$ _____	X	10	\$ _____
			Total Estimated Annual Price (Sum of all Rows in Table A) =	\$ _____

**GROUP II BID RESPONSE FORM (p. 2 of 4)**

**TABLE B - PRINTING**

Item	Unit Price/per 100	Multiplied By	Estimated Annual Quantity (100 Unit Lots)	Estimated Annual Price
Black Ink - 1 Face (Front OR Back)	\$ _____	X	927	\$ _____
Black Ink - 2 Faces (Front AND Back)	\$ _____	X	301	\$ _____
Black Ink - Inner Back Tab	\$ _____	X	3	\$ _____
Black Ink - Outer Flap	\$ _____	X	18	\$ _____
Black Ink - Inner Flap	\$ _____	X	103	\$ _____
Black Ink – Exp Sides	\$ _____	X	173	\$ _____
Blue Ink - 2 Faces (Front AND Back)	\$ _____	X	10	\$ _____
Color Coding:				
1 Perimeter (Front OR Back)	\$ _____	X	10	\$ _____
2 Perimeter (Front AND Back)	\$ _____	X	1026	\$ _____
Front Top Edge	\$ _____	X	70	\$ _____
Inner Back Tab	\$ _____	X	774	\$ _____
Outer Flap	\$ _____	X	182	\$ _____
Inner Flap	\$ _____	X	10	\$ _____
Expansion Sides (including across bottom)	\$ _____	X	1026	\$ _____
<b>Printing Options:</b>				
Sequential Numbering	\$ _____	X	945	\$ _____
Bar Coding	\$ _____	X	10	\$ _____
Editing Fee for Correction (due to UCS error)	\$ _____	X	1	\$ _____
			Total Estimated Annual Price (Sum of all Rows in Table B) =	\$ _____

**GROUP II BID RESPONSE FORM (p. 3 of 4)**

**TABLE C - LABELING**

Item	Unit Price/per 100	Multiplied By	Estimated Annual Quantity (100 Unit Lots)	Estimated Annual Price
Strip Labels	\$ _____	X	100	\$ _____
Strip Labels with Bar Code	\$ _____	X	110	\$ _____
			Total Estimated Annual Price (Sum of all Rows in Table C) =	\$ _____

**GROUP II BID RESPONSE FORM (p. 4 of 4)**  
**GRAND TOTAL ESTIMATED PRICE OF GROUP II**

\$ \_\_\_\_\_ Table A – Total Estimated Annual Price of Jackets/Folders Construction (p. 38)

+ \$ \_\_\_\_\_ Table B - Total Estimated Annual Price of Printing (p. 39)

+ \$ \_\_\_\_\_ Table C - Total Estimated Annual Price of Labeling (p. 40)

= \$ \_\_\_\_\_ Total Estimated Annual Price of Group I Jackets and Folders (A+B+C)

X 3 (Multiplied by 3 - Years in Initial Term of Contract)

+ \_\_\_\_\_ Grand Total Estimated Price of Group II

Company Name: \_\_\_\_\_

Authorized Officer's Name (Printed): \_\_\_\_\_

Authorized Officer's Title (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**GROUP III BID RESPONSE FORM (p. 1 of 2)**

**TABLE A**

Prices requested for Group II jackets and folders are all-inclusive of factors provided in their item descriptions including printing, color-coding, sequential numbering and labeling.

<b>Item</b>	<b>Unit Price/per 100</b>	<b>Multiplied By</b>	<b>Estimated Annual Quantity (100 Unit Lots)</b>	<b>Estimated Annual Price</b>
CC1	\$ _____	X	2514	\$ _____
CC1-U	\$ _____	X	10	\$ _____
CC2	\$ _____	X	2045	\$ _____
CC2-U	\$ _____	X	10	\$ _____
CC3	\$ _____	X	60	\$ _____
CC3-U	\$ _____	X	10	\$ _____
CC4-M	\$ _____	X	92	\$ _____
CC4-M-U	\$ _____	X	10	\$ _____
CC4-B	\$ _____	X	10	\$ _____
CC4-B-U	\$ _____	X	10	\$ _____
CC5-M	\$ _____	X	10	\$ _____
CC5-M-U	\$ _____	X	10	\$ _____
CC5-B	\$ _____	X	10	\$ _____
CC5-B-U	\$ _____	X	10	\$ _____
Editing Fee for Correction (due to UCS error)	\$ _____	X	1	\$ _____
			Total Estimated Annual Price (Sum of all Rows) =	\$ _____

**GROUP III BID RESPONSE FORM (p. 2 of 2)**

**INITIAL TERM ESTIMATED GRAND TOTAL COST**

\$ \_\_\_\_\_ Table A – Total Estimated Annual Cost of Jackets/Folders (p. 42)

+ \$ \_\_\_\_\_ N/A \_\_\_\_\_ Table B - Total Estimated Annual Price of Printing

+ \$ \_\_\_\_\_ N/A \_\_\_\_\_ Table C - Total Estimated Annual Price of Labeling

= \$ \_\_\_\_\_ Total Estimated Annual Price of Group III Jackets and Folders (A)

**x 3 (Multiplied by 3 - Years in Initial Term of Contract)**

+ \_\_\_\_\_ Grand Total Estimated Price of Group III

Company Name: \_\_\_\_\_

Authorized Officer's Name (Printed): \_\_\_\_\_

Authorized Officer's Title (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_