

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

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

Bid Number: OCA/CPA - 292	Commodity Group:
Opening Date: TUESDAY MARCH 30, 2004 Time: 11:00 A.M.	Commodity Name: NYS CAPITAL CASES - RECORD ON APPEAL

NYS OFFICE OF COURT ADMINISTRATION
 CONTRACT & PROCUREMENT ADMINISTRATION
 42 KARNER ROAD
 ALBANY, NY 12205

(Agency Name and Address)

Direct Inquiries to: **GLENN R. HARRISON**
 Telephone No.: **FAX: (518) 869-4735**

Price to include delivery to (describe exact location and method of delivery)

PER ATTACHED SPECIFICATIONS

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

Agency's Specification of item(s) Required (include quantities)	Bidder's Quotation and Specific Description of Item Offered
<p><u>UCS ATTACHMENT I ATTACHED & INCORPORATED HEREIN.</u></p> <p><u>ONE OR MORE ESTIMATED QUANTITY TERM CONTRACTS TO PROVIDE FOR THE REPRODUCTION OF THE RECORD ON APPEAL CAPITAL CASES, PURSUANT TO THE RULES OF THE COURT OF APPEALS IN CAPITAL CASES.</u></p> <p><u>ONLY QUALIFIED, EXPERIENCED APPELLATE PRINTERS WILL BE CONSIDERED.</u></p>	<p>ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE ENCLOSED BID RESPONSE FORMS.</p>

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	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number	

**NYS UNIFIED COURT SYSTEM
STANDARD REQUEST FOR BID CLAUSES & FORMS
ATTACHMENT I**

NOTE: In addition to such other requirements as may be referenced or incorporated herein, the following clauses shall apply to this Request For Bid (RFB)/Request For Proposal (RFP):

OGS SPECIFICATIONS:

All provisions of the NYS Office of General Services General Specifications - Commodities & Non-Technology Services dated **December 1999**, and where applicable, Technology Products & Services (November 2000) and/or Negotiated Software Contracts (July 2001) (copies available upon request) will apply to this bid invitation, except that, **"Chief Administrative Judge, or designee" shall replace, "Commissioner of OGS" wherever it appears.** Should there be any conflict between the OGS Specifications and the procurement policies and procedures of the NYS Unified Court System (hereafter, UCS), the latter shall prevail.

The Unified Court System (hereafter, UCS) reserves the right to waive minor discrepancies and to reject any and all bids if considered in the best interest of the UCS to do so.

AGREEMENT TO CONTRACT:

Bids submitted in response to this solicitation shall constitute agreement to contract by the respective bidder(s).

PREFERRED SOURCE NOTIFICATION:

Organizations identified as Preferred Sources pursuant to **NYS Finance Law Sections 162.1 and 162.2a,2b, and 2c,2d,2e** submitting bids which are in compliance with this RFB/RFP and Specification may, at the discretion of the court/agency, be awarded the bid where the bid price is not in excess of ten percent (10%) of the lowest responsible bidder.

GRIEVANCE / INQUIRY POLICY:

Any firm or individual having a legitimate interest in this solicitation, or resulting contract award, and wishing to file a formal grievance or inquiry may request a copy of the **Unified Court System Policy & Procedure for the Resolution of Grievances & Inquiries** by contacting the judicial location noted in this RFB/RFP.

ORDERS:

Bidders are advised that any awarded contract shall not constitute an order to ship and further, places no obligation upon the UCS to place any orders with the contractor. However, the contractor shall accept all orders placed by the courts and related agencies during the term of the contract for all items for which an award is made. Such orders shall be considered binding upon the contractor when placed in the mail to the address indicated in the award pursuant to the terms thereof.

APPENDIX A:

NYS/UCS Standard Clauses for all Contracts (07:03) is attached and incorporated herein.

NON-COLLUSIVE BIDDING CERTIFICATE:

Attached **Non-Collusive Bidding Certificate** must be executed, signed and returned with other required bid documents.

ACKNOWLEDGMENT:

Attached, appropriate acknowledgment form must be executed, properly notarized and included with all bid documents.

PAYMENTS OF INTEREST:

The payments of interest on certain amounts due and owed may be made in accordance with the criteria established by **Chapter 153 of the Laws of 1984 (Article 11A of the New York State Finance Law) and the Comptroller's Bulletin no. A-91.**

REFERENCES:

Upon request, bidders must provide the names of at least _____ () prior or current clients (including contact person and phone numbers) for whom specified product/service has been provided.

ADDITIONAL INFORMATION:

The Unified Court System (UCS) may request any and all additional information of the bidder(s) deemed necessary for proper analysis and award determination including, but not limited to, documentation as to financial stability of the bidder.

BID VALIDATION PERIOD:

All proposals submitted in response to this solicitation shall remain valid past the period provided for in the **OGS General Specifications** until such time as an award is made or the bidder withdraws his bid (in writing), whichever occurs first.

RECYCLED PRODUCTS:

Products purchased by the courts and related agencies of the NYS Unified Court Systems shall be in compliance with **Sec. 40-a. of the NYS Judiciary Law (L.1994, c.468)**, and UCS policy thereto. Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements set forth by the NYS Departments of Environmental Conservation and Economic Development. If bidding a recycled product, bidders must attach completed **Bidder's Certification of Recycled Products** and **Manufacturers Affidavit of Recycled Content** forms.

NOTE: If this RFB/RFP is for printing, the following clauses shall also apply:

UCS PRINTING POLICY:

No contract will be awarded to any bidder who, in the opinion of the Unified Court System (UCS), does not have satisfactory facilities and equipment sufficient to produce the major portion of the work as defined in the specification and resulting contract and insure the proper performance and delivery thereof.

In this regard, the UCS may request all documentation it deems necessary to make proper determination and the bidder agrees to make such facilities and equipment available for inspection. Failure to provide requested documentation will cause the bidder to be rejected.

Accordingly, bidders must execute the attached **Bidder's Certification of Work** form.

RECYCLED PAPER:

Any printing required by the judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

OVER-RUNS:

A 05% over-run will be allowed per individual item order of up to 50,000 quantity and 03% per individual item order in excess of 50,000 quantity. However, such allowance shall not be construed as an approved, automatic add-on, but is intended only to cover unavoidable excesses in the production cycle.

ATTACHMENT I

STATE OF NEW YORK
UNIFIED COURT SYSTEM

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation; for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (1), (2) and (3) above.

Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Name of Bidder: _____ Employer's Federal ID #: _____

Address: _____
Street City County State Zip Code

Telephone #: _____

Signature of Bidder: _____ Printed or typed
copy of signature: _____

Official Title: _____

ATTACHMENT I
ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF _____)
COUNTY OF _____) **SS:**

On this _____ day of _____ 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

NOTARY PUBLIC

ACKNOWLEDGMENT OF

CORPORATION

STATE OF _____)
COUNTY OF _____) **SS:**

On this _____ day of _____ 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____, of the _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF WORK
(PRINTING)

RFB # _____

BID OPENING: _____

ITEM: _____

RECYCLED PAPER:

Pursuant to **Sec. 40-a. of the Judiciary Law (L.1994, c.468)**, any printing required by judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

BIDDER HEREBY CERTIFIES THAT ALL WORK DEFINED BY THE ABOVE SPECIFICATION WILL BE PERFORMED ON BIDDER'S FACILITIES EXCEPT AS NOTED BELOW (BIDDER MUST PROVIDE THE FOLLOWING INFORMATION FOR ALL WORK WHICH WILL BE PERFORMED BY AN OUTSIDE CONCERN - I.E. SUBCONTRACTOR):

NOTE: ALL SUBCONTRACTING IS SUBJECT TO THE APPROVAL OF THE UNIFIED COURT SYSTEM AND THE BIDDER REMAINS FULLY RESPONSIBLE AND LIABLE FOR ALL WORK PERFORMED BY SUCH SUBCONTRACTORS.

WORK	SUBCONTRACTOR: NAME, ADDRESS, PHONE
A _____ _____	_____ _____
B _____ _____	_____ _____
C _____ _____	_____ _____

NOTE: THE FOLLOWING SECTION MUST BE COMPLETED AND FORM RETURNED IN ALL INSTANCES:

_____ NAME OF COMPANY	_____ AUTHORIZED SIGNATURE
_____ ADDRESS	_____ NAME IN PRINT
_____ ADDRESS	_____ TITLE
_____ DATE	

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF RECYCLED PRODUCT(S)
(TO BE COMPLETED BY BIDDER)

RFB # _____

BID OPENING: _____

ITEM: _____

Pursuant to **Sec. 40-a of the Judiciary Law (L. 1994, c.468)**, it is the policy of the UCS that products purchased by the courts shall be recycled products, which meet contract specifications, unless the product is only available without recycled content, and provided that the cost of the recycled product does not exceed a cost premium of ten percent (10%) above the cost of a comparable product that is not a recycled product or, if at least fifty percent (50%) of the secondary materials used in the manufacture of that product are generated from the waste stream of NYS, the cost of the recycled product does not exceed a cost premium of fifteen (15%) above the cost of a comparable product that is not a recycled product.

Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements (**including Manufacturer's Affidavit of Recycled Content**) set forth by the NYS Departments of Environmental Conservation and Economic Development.

Failure to complete this certification and attach required manufacturer's affidavit will result in a waiver of bidder's recycled preference.

This certification/affidavit shall remain in effect unless revised or rescinded by the certifying manufacturer or made null & void by superseding NYS statute(s).

Bidder hereby certifies that the product(s) offered are in compliance with all applicable New York State recycled/recycling statutes and respectfully requests preferential consideration as cited above. In support of this request, attached is the executed **Manufacturer's Affidavit of Recycled Content**.

NAME OF COMPANY

AUTHORIZED SIGNATURE

DATE

NAME IN PRINT

TITLE

(UCS - Rev.07/01/03)

ATTACHMENT I

**NEW YORK STATE
UNIFIED COURT SYSTEM**

**MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT
(TO BE COMPLETED BY MANUFACTURER)**

RFB # _____

BID OPENING: _____

I, _____ of _____ being duly sworn,
depose and say that for the item(s) listed below, the recycled content which conforms to
the New York State requirements are as specified.

PRODUCT	BRAND NAME	TOTAL RECYCLED CONTENT	POST CONSUMER CONTENT
1 _____	_____	_____ %	_____ %
2 _____	_____	_____ %	_____ %
3 _____	_____	_____ %	_____ %
4 _____	_____	_____ %	_____ %

SECONDARY MATERIAL
NYS WASTE STREAM

CHECK IF
DED/DEC
APPROVED

1 _____ %	_____
2 _____ %	_____
3 _____ %	_____
4 _____ %	_____

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: _____

ADDRESS: _____ PHONE: _____

AFFIDAVIT SUBMITTED ON BEHALF OF: _____ (BIDDER)

SIGNATURE-MFG. REP.: _____ TITLE: _____

NAME IN PRINT: _____ DATED: _____

SWORN TO BEFORE ME THIS _____ DAY OF _____, 19 _____

NOTARY PUBLIC: _____

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds \$15,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139- h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 UCS APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4)..
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including , without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**
- (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.**
- All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.
- (b) PRIVACY NOTIFICATION.**
- (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
- (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, up-gradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein: and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

* * * GENERAL SPECIFICATIONS * * *

NOTE: IN ADDITION TO SUCH OTHER REQUIREMENTS AS MAY BE REFERENCED, INCORPORATED OR PRESENTED HEREIN, THE NYS UNIFIED COURT SYSTEM (UCS) STANDARD REQUEST FOR BID/PROPOSAL CLAUSES & FORMS (ATTACHMENT I) IS ATTACHED HERETO AND FULLY INCORPORATED HEREIN.

FAILURE TO EXECUTE AND RETURN ANY REQUIRED FORMS OR DOCUMENTS REFERENCED IN THIS SOLICITATION MAY RESULT IN THE REJECTION OF BIDDER'S RESPONSE.

PURPOSE AND SCOPE:

THE NEW YORK STATE OFFICE OF COURT ADMINISTRATION ("OCA"), CONTRACT AND PROCUREMENT ADMINISTRATION UNIT ("C&PA") IS SOLICITING SEALED BIDS FOR THE PURPOSE OF ESTABLISHING **ONE OR MORE ESTIMATED QUANTITY TERM CONTRACTS** PROVIDING FOR THE REPRODUCTION OF TRIAL RECORDS ON APPEAL IN NEW YORK STATE CAPITAL CASES. THEREFORE, BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION SHALL CONSTITUTE AGREEMENT TO CONTRACT BY THE RESPECTIVE BIDDERS.

NOTE: FOR THE PURPOSE OF THIS RFB/SPECIFICATIONS AND RESULTING CONTRACTS, WHEREVER "CAPITAL DEFENDER OFFICE ("CDO" APPEARS IT SHALL ALSO MEAN ANY OTHER IDENTIFIED DEFENSE COUNSEL REPRESENTING AN APPELLANT DEFENDANT IN A CAPITAL MURDER CASE AS MAY BE REQUIRED BY COURT ORDER.

***** IMPORTANT *****

BIDS WILL BE CONSIDERED ONLY FROM THOSE FIRMS WHICH ARE QUALIFIED APPELLATE PRINTERS OF LEGAL DOCUMENTS AND RECORDS AND HAVE A DOCUMENTED HISTORY THEREOF.

TERM OF AWARDS:

THE TERM OF ANY AWARDED CONTRACTS SHALL BE **AUGUST 01, 2004 - JULY 31, 2009**; A PERIOD OF FIVE (5).

THE OCA-C&PA RESERVES THE RIGHT TO ONCE EXTEND THE CONTRACTS FOR A PERIOD NOT TO EXCEED 180 DAYS UPON THE TERMINATION OF THE INITIAL CONTRACT PERIOD UPON WRITTEN NOTIFICATION TO CONTRACTORS.

METHOD OF AWARD:

IT IS THE INTENT OF OCA-CPA TO AWARD ONE (1) PRIMARY AND ONE (1) SECONDARY CONTRACT IN ORDER TO ASSURE TIMELY COMPLETION OF REPRODUCTION NEEDS WHERE SIMULTANEOUS, HIGH VOLUME CASES MAY BE EVIDENT.

NOTE: IT IS UNDERSTOOD THAT THE PRIMARY CONTRACTOR WILL BE AFFORDED FIRST OPPORTUNITY TO PERFORM THE WORK IN CONNECTION WITH ALL CASES. SHOULD A SIMULTANEOUS CASE SITUATION ARISE, OR OTHER CIRCUMSTANCE, THE C&PA OR THE OCA CAPITAL CASE COORDINATOR RESERVE SOLE DISCRETION IN DETERMINING THE NEED TO ENGAGE THE SECONDARY CONTRACTOR TO ASSURE THE TIMELY REPRODUCTION OF THE RECORD IN COMPLIANCE WITH THE RULES OF THE NYS COURT OF APPEALS.

AWARDS WILL BE MADE TO THE LOWEST, RESPONSIBLE BIDDERS

“LOWEST” PRICE WILL BE DETERMINED **BY THE PRICE PER PAGE - ITEM 1** AS NOTED ON THE BID RESPONSE FORM. **HOWEVER**, C&PA RESERVES THE RIGHT TO CONSIDER PRICES NOTED FOR ITEMS 2,3 OR 4 IF CONSIDERED TO BE EXCESSIVE.

“RESPONSIBLE” SHALL BE DEFINED AS BIDDERS WHO ARE IN COMPLIANCE WITH THE SPECIFICATIONS PRESENTED HEREIN INCLUDING, BUT NOT LIMITED TO, QUALIFICATIONS, EXPERIENCE, REFERENCES, PERFORMANCE HISTORY. CLARITY AND ACCURACY OF REPRODUCTIONS PERFORMED FOR OTHER CLIENTS (REFERENCES) WILL ALSO BE TAKEN INTO CONSIDERATION.

PRICE:

PRICE IS TO BE ON THE BASIS OF “PER PAGE” (OR AS OTHERWISE NOTED) AND INCLUSIVE OF ALL PRINTING, NUMBERING, PROOF PRODUCTION, TYPESETTING, BINDING AND OTHER RELATED COSTS.

ALL PRICES ARE TO BE **F.O.B. DESTINATION** AND INCLUDE FULL INSIDE DELIVERY TO THE EXACT LOCATIONS INDICATED ON THE PURCHASE ORDER(S). ALL PRICING SHALL REMAIN FIRM THROUGHOUT THE FIRST TWO (2) YEARS OF THE CONTRACT TERM.

PRICE ADJUSTMENTS WILL BE CONSIDERED FOR YEARS THREE (3), FOUR (4) OR FIVE (5) BASED ON **NECESSARY, REASONABLE AND DOCUMENTED** FACTORS BEYOND CONTRACTOR’S CONTROL FOR MATERIALS AND SUPPLIES. INCREASE(S) WILL BE CONSIDERED FOR LABOR BASED SOLELY ON ANY INCREASE(S) REQUIRED PURSUANT TO THE PREVAILING WAGE RATES AS ESTABLISHED BY THE NYS DEPARTMENT OF LABOR. ANY REQUEST FOR

INCREASES MUST BE SUBMITTED IN WRITING WITH SUPPORTING DOCUMENTATION TO THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR THIRTY (30) DAYS PRIOR TO THE START OF THE THIRD, FOURTH OR FIFTH YEAR CONTRACT PERIOD. APPROVAL OR DENIAL OF ANY REQUESTED INCREASE SHALL BE PROMPTLY COMMUNICATED BY OCA-CPA.

NO INCREASES OF ANY TYPE WILL BE CONSIDERED WITH RESPECT TO ANY EXTENSION PERIOD; THE PRIOR CONTRACT TERM PRICING SHALL PREVAIL.

BIDDER RESPONSES:

BIDDER'S SUBMISSION MUST BE COMPLETE AND INCLUDE ALL REQUIRED DOCUMENTS. FAILURE TO PROVIDE ANY ONE OR MORE, FULLY EXECUTED DOCUMENTS MAY RESULT IN REJECTION OF BIDDER'S SUBMISSION.

PURCHASE ORDERS:

PURCHASE ORDERS TO COMMENCE THE ACTUAL WORK WILL BE ISSUED TO THE APPROPRIATE CONTRACTOR BY THE RESPECTIVE JURISDICTION OF THE CASE IN QUESTION AS THE NEED ARISES. UNDER NO CIRCUMSTANCES IS AWARDED CONTRACTOR TO PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER. ALSO, CONTRACTOR MUST PROVIDE IMMEDIATE, WRITTEN CONFIRMATION TO ISSUING OFFICE AND OCA C&PA OR CAPITOL CASE COORDINATOR UPON OF RECEIPT OF PURCHASE ORDER.

DELIVERY SCHEDULE:

GIVEN THE LEGAL, CRITICAL AND SENSITIVE NATURE OF THE DOCUMENTS IN QUESTION, TIMELY DELIVERY OF THE REPRODUCTION OF THE RECORD AND IS **ABSOLUTELY ESSENTIAL AND OF THE HIGHEST PRIORITY.** THEREFORE, CONTRACTOR MUST COMPLY WITH THE DELIVERY TIME SET FORTH HEREIN AND AS PRESCRIBED BY THE CDO. SHOULD CONTRACTOR FAIL TO ADHERE TO DELIVERY TIME(S), THE FOLLOWING ADJUSTMENT **MAY** BE APPLIED AT THE DISCRETION OF THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR:

CONTRACTOR'S INVOICED AMOUNT(S) WILL BE REDUCED BY ONE PERCENT (1%) PER BUSINESS DAY FOR EVERY BUSINESS DAY THE DELIVERY IS LATE.

NOTE: SEE ADDITIONAL "TRANSMITTAL OF DOCUMENTS TO CDO" REQUIREMENTS IN "DETAILED SPECIFICATIONS".

DELIVERY ACCESS:

CONTRACTOR DELIVERIES TO EXACT LOCATION(S) NOTED ON PURCHASE ORDER(S) IS BASED UPON NORMAL AND REASONABLE ACCESS TO COURT/AGENCY FACILITY. CONTRACTOR'S REASONABLE AND NECESSARY

ADDITIONAL COSTS DUE TO FACTORS WITHIN THE RECEIVING LOCATION'S CONTROL (I.E. LENGTHY "WAIT" TIME, OBSTRUCTIONS TO FACILITY, ABSENCE OF ELEVATOR) WILL BE CONSIDERED ON A CASE-BY-CASE BASIS.

SERVICE ACKNOWLEDGMENT:

CONTRACTOR WILL BE REQUIRED TO EXECUTE AND PRODUCE A SERVICE ACKNOWLEDGMENT GIVING FORMAL NOTICE TO THE NYS COURT OF APPEALS THAT DELIVERIES OF THE REQUIRED COPIES OF THE REPRODUCED RECORDS & APPELLATE BRIEFS HAVE IN FACT BEEN COMPLETED AT THE CDO, OFFICE OF THE STATE ATTORNEY GENERAL, RESPECTIVE DISTRICT ATTORNEY'S OFFICE AND **LASTLY**, TO THE NYS COURT OF APPEALS. THE CONTENT AND FORM OF THE SERVICE ACKNOWLEDGMENT WILL BE AS DETERMINED BY THE OFFICE OF COURT ADMINISTRATION AND CDO AND SHALL BE UNIFORM FOR ALL CASES.

BID RESPONSE FORM:

THE ORIGINAL (BEARING INK SIGNATURE) BID RESPONSE FORM INCLUDED IN THIS PACKAGE, AS WELL AS ALL OTHER ORIGINAL, REQUIRED DOCUMENTS, MUST BE FULLY COMPLETED BY THE BIDDER. BIDDER IS WHOLLY AND SOLELY RESPONSIBLE FOR THE THOROUGH AND ACCURATE COMPLETION THEREOF. A RESPONSE MUST BE NOTED FOR ALL FACTORS OR AREAS OF PERFORMANCE. ANY FACTOR/AREA FOR WHICH THE BIDDER INTENDS NOT TO ENTER A COST MUST BE CLEARLY MARKED ONLY AS, "**NO CHARGE**". FAILURE TO DO SO MAY SUBJECT BID TO MISINTERPRETATION OR REJECTION.

BID COPIES :

IN ADDITION TO THE EXECUTION AND RETURN OF ALL REQUIRED FORMS BEARING ORIGINAL INK SIGNATURE, BIDDER MUST INCLUDE **FOUR (4)** COMPLETE COPIES OF ALL REQUIRED FORMS.

REFERENCES:

BIDDER **MUST** INCLUDE FOUR (4) REFERENCES WITH THEIR RESPONSE FOR WHOM BIDDER HAS PERFORMED COMPARABLE WORK IN THE PAST TWELVE (12) MONTHS. THE NAME, ADDRESS, PHONE NUMBER, APPROPRIATE CONTACT PERSON AND THEIR TITLE AS WELL AS THE ATTORNEY OF RECORD SHALL BE NOTED. BIDDER SHALL ALSO INCLUDE A BRIEF DESCRIPTION OF THE NATURE OF THE REPRODUCTION SERVICES PERFORMED.

*** * * DETAILED SPECIFICATIONS * * ***

THE NEED FOR ACCURATE, TIMELY AND HIGH VOLUME REPRODUCTION OF CERTAIN COURT DOCUMENTS AND RECORDS WITH REGARD TO NEW YORK STATE CAPITAL CASES IS OF THE HIGHEST PRIORITY.

THE NEW YORK STATE OFFICE OF COURT ADMINISTRATION (“OCA”) IS SEEKING TO CONTRACT WITH ONE OR MORE RESPONSIBLE AND EXPERIENCED APPELLATE PRINTING FIRMS TO REPRODUCE THE RECORD ON APPEAL IN CONNECTION WITH CAPITAL CASES CALENDARED WITHIN THE STATE OF NEW YORK.

RULES GOVERNING PRODUCTION OF RECORD IN CAPITAL CASES:

THE FORMAT AND MANNER BY WHICH SUCH REPRODUCTION OF THE RECORD ON APPEAL IN ALL CASES IS TO BE ACCOMPLISHED SHALL BE PURSUANT TO THE **RULES OF THE NEW YORK STATE COURT OF APPEALS IN CAPITAL CASES**. THE MOST CURRENT COPY (OR AS MAY BE REVISED) IS AVAILABLE AT WWW.NYCOURTS.GOV/CTAPPS/ OR WWW.COURTS.STATE.NY.US/CTAPP

ESTIMATED VOLUME - RECORD:

TO DATE, THE NUMBER OF CAPITAL CASES HAS NOT AFFORDED “AVERAGE” NUMBERS OR STATISTICS. THE SIZE OF THE ACTUAL RECORD WILL VARY IN EACH CASE, WILL GENERALLY AVERAGE **20,000 - 50,000 TRANSCRIPT PAGES, NOT INCLUDING SUCH EXTERNAL DOCUMENTS (COLOR PHOTOS, OVERSIZE EXHIBITS) AS MAY BE EVIDENCED IN A RESPECTIVE CASE**. HOWEVER, ACTUAL PAGE VOLUME SHALL BE AS NOTED ON THE PURCHASE ORDER(S) AND THE RESPECTIVE CASE REPRODUCTION CHARGES SHALL BE PURSUANT TO AWARDED COSTS.

ESTIMATED VOLUME - COPIES:

IN ADDITION TO THE MASTER COPY, A MINIMUM OF **TWENTY-SEVEN (27) OR TWENTY - NINE (29) COPIES** OF THE RECORD ON APPEAL WILL BE REQUIRED DEPENDING ON IDENTIFIED APPELLATE DEFENSE COUNSEL.

SIZE:

ALL REPRODUCTION AND FINISHED COPIES SHALL BE **8.5” X 11”**.

PAGES:

CONTRACTOR TO PRODUCE ORIGINAL CAMERA-READY PAGES FROM ORIGINAL DOCUMENTS PROVIDED BY CDO. PAGES MAY BE BACK-TO-BACK FOR THE RECORD.

STOCK:

PAGES - 30 POUND, OR PER COURT OF APPEALS RULES.

COVER & BACK - MINIMUM 150 POUND CARD STOCK, OR PER COURT OF APPEALS RULES.

PRINTING:

FONT AND TYPE SIZE OF PRINTED MATERIAL SHALL BE 12 POINT "TIMES NEW ROMAN" OR "ARIAL". CONTRACTOR SHALL CREATE ONE (1) MASTER PROOF FROM THE ORIGINAL DOCUMENTS AND RETURN ORIGINALS TO INITIAL ORDER AND APPEARANCE. THE COMPLETED MASTER COPY **MUST BE DELIVERED TO CDO WITHIN FIVE (5) BUSINESS DAYS** OF CONTRACTOR'S RECEIPT OF ORIGINAL DOCUMENTS AND PURCHASE ORDER. THE MASTER COPY MUST BE ORGANIZED INTO VOLUMES IN CONFORMITY WITH THE RULES OF THE COURT OF APPEALS IN CAPITAL CASES AND INSTRUCTIONS OF CDO.

MASTER COPY- CONTRACTOR WILL BE REQUIRED TO MEET WITH CDO STAFF FOR FINAL APPROVAL OF THE MASTER COPY.

COPIES - COPIES MUST BE PRODUCED AND DELIVERED WITHIN SEVEN (7) BUSINESS DAYS OF CONTRACTOR'S RECEIPT OF CDO'S WRITTEN APPROVAL OF THE MASTER COPY. CDO MUST BE NOTIFIED BY CONTRACTOR TO AFFORD CDO OPPORTUNITY TO SPOT CHECK COPIES PRIOR TO FINAL DELIVERY.

NUMBERING:

ALL PAGES OF THE RECORD SHALL BE CONSECUTIVELY NUMBERED COMMENCING WITH PAGE ONE (1). FURTHER, EACH NUMBER SHALL HAVE THE PREFIX "R" (EX: R1, R2, R3) AND BE NOT LESS THAN 12 POINT BOLD "TIMES NEW ROMAN" OR "ARIAL"

BINDING:

THE RECORD, INCLUDING THE MASTER COPY AND ALL COPIES, MUST BE BOUND IN CONFORMANCE WITH THE COURT OF APPEALS RULES. EACH VOLUME SHALL BE BOUND ON THE LEFT EDGE AND SHALL HAVE A FLOURESCENT GREEN STICKER ON THE SPINE. THE STICKER SHALL BE PRINTED WITH THE FOLLOWING (SAMPLE ATTACHED) - **EXHIBIT A:**

1. "PEOPLE V. (NAME OF DEFENDANT/APPELLANT)"
2. "INDICTMENT NO.000000/00"
3. "RECORD ON APPEAL"
4. "VOLUME (ROMAN NUMERALS)"

NO VOLUME SHALL BE THICKER THAN TWO (2) INCHES. THE TABLE OF CONTENTS SHALL BE INCLUDED IN EACH VOLUME OF THE RECORD. ACCEPTABLE BINDING METHODS SHALL BE VELO, COMB OR CLOTH TAPE, **BUT**

DOCUMENTS MUST BE SECURELY FASTENED.

FINISHING:

BOX THE TWENTY- SEVEN (27) OR TWENTY - NINE (29) SETS IN A SUITABLE, SEALED CARDBOARD CONTAINER. EACH BOX SHALL NOT EXCEED FORTY (40) POUNDS IN WEIGHT AND SHALL HAVE A CLEARLY PRINTED LABEL CONTAINING THE SAME CASE IDENTIFIERS AS SPECIFIED HEREIN FOR "BINDING".

DELIVERY LOCATIONS:

ON THE DATE PRESCRIBED BY THE CDO, CONTRACTOR SHALL COMPLETE DELIVERIES AS FOLLOWS:

15 SETS TO -

THE NEW YORK STATE COURT OF APPEALS
20 EAGLE STREET
ALBANY, NY 12207-1095
ATTENTION: HON. STUART M. COHEN, CLERK

2 SETS TO -

NEW YORK STATE
ATTORNEY GENERAL'S OFFICE - CRIMINAL DIVISION
120 BROADWAY - 22ND FLOOR.
NEW YORK, NY 10271
ATTENTION: ROBIN FORSHAW, ESQ.

7 SETS TO -

(NOTE: 5 SETS IF COUNSEL IS OTHER THAN CDO)
NEW YORK STATE
CAPITAL DEFENDER OFFICE
217 BROADWAY - 9TH FLOOR
NEW YORK, NY 10007
ATTENTION: MR. ANTHONY LYNCH

5 SETS TO - RESPECTIVE COUNTY DISTRICT ATTORNEY'S OFFICE TO BE IDENTIFIED.

SUBCONTRACTING:

NO SUBCONTRACTING OF ANY PORTION OF THE WORK TO BE PERFORMED SHALL BE ALLOWED. THE FOREGOING STATEMENT **SUPERCEDES** THE STATEMENT INDICATING ACCEPTABILITY OF SUBCONTRACTING AS CONTAINED ON PAGE 6 OF 10 OF ATTACHMENT I. BIDDER MUST OTHERWISE BE FULLY COMPLIANT WITH THE UCS PRINTING POLICY (PAGE 2 OF 10 - ATTACHMENT I) AND CAPABLE OF PERFORMING ALL ASPECTS OF PERFORMANCE AS DESCRIBED HEREIN.

SITE INSPECTION:

IN ORDER TO DETERMINE BIDDER'S COMPLIANCE WITH ANY AND ALL ASPECTS OF THIS RFB/SPECIFICATIONS AND TO PROPERLY EVALUATE BIDDER'S RESPONSE, OCA-CPA RESERVES THE RIGHT TO INSPECT THE BIDDER'S PREMISES PRIOR TO AWARD DETERMINATION OR AT ANY TIME DURING THE CONTRACT PERIOD. SUCH INSPECTION(S) SHALL BE AS MUTUALLY ARRANGED.

TRANSMITTAL OF DOCUMENTS TO CONTRACTOR:

THE TRANSMITTAL OF DOCUMENTS FROM THE CDO TO CONTRACTORS FOR REPRODUCTION SERVICES SHALL BE BY SUCH SECURE AND EXPEDIENT METHOD(S) AS MAY BE MUTUALLY AGREED UPON.

TRANSMITTAL OF DOCUMENTS TO CDO:

THE TRANSMITTAL OF REPRODUCED DOCUMENTS FROM THE CONTRACTOR TO THE LOCATIONS SPECIFIED HEREIN UNDER "SERVICE ACKNOWLEDGMENT" AND "DELIVERY LOCATIONS" SHALL BE BY SUCH SECURE AND EXPEDIENT METHOD(S) AS MAY BE MUTUALLY AGREED UPON. HOWEVER, NO SEPARATE, ADDITIONAL DELIVERY CHARGES MAY BE ASSESSED BY CONTRACTOR, EXCEPT AS STIPULATED HEREIN UNDER, "DELIVERY ACCESS".

PRODUCTION OVERSIGHT:

AWARDED CONTRACTORS WILL BE EXPECTED TO WORK CLOSELY WITH CDO DURING VARIOUS STAGES OF THE REPRODUCTION PROCESS TO ASSURE THAT COMPILATION AND COMPLETION OF THE DOCUMENTS ARE PURSUANT TO COURT OF APPEALS RULES AND INSTRUCTIONS FROM THE CDO. IT IS REASONABLE TO EXPECT EACH CONTRACTOR TO APPOINT A KNOWLEDGEABLE PERSON TO ACT AS PRIMARY CONTACT AND COORDINATOR.

CHANGES:

CDO SHALL BE PERMITTED TO MAKE CHANGES AND/OR CORRECTIONS TO THE DRAFT OR PROOF MASTER COPY SUBMITTED BY CONTRACTOR WITHOUT CHARGE. CONTRACTOR SHALL INDICATE ON BID RESPONSE FORM WHAT, IF ANY, ADDITIONAL CHARGES SHALL APPLY FOR ANY SUBSEQUENT CHANGES COMMUNICATED BY CDO. **UNDER NO CIRCUMSTANCES** SHOULD CONTRACTOR ACT ON ANY VERBAL COMMUNICATIONS FROM CDO, OR OTHER PARTY(S) WITH RESPECT TO CONTRACTOR'S PERFORMANCE OF ANY WORK IN CONNECTION WITH AWARDED CONTRACT. ANY AND ALL COMMUNICATION(S) OR CHANGES ARE TO BE IN WRITING. **CONTRACTOR ASSUMES ALL RISKS IN ACTING OTHERWISE.**

CONTRACTOR'S EQUIPMENT:

BIDDERS MUST INCORPORATE STATE-OF-THE-ART EQUIPMENT AND PROCESSES. THE RECORD TYPICALLY INCLUDES VARIOUS HAND-WRITTEN DOCUMENTS WHICH REQUIRE SCANNING. ENHANCEMENT AND REPRODUCTION OF CERTAIN DOCUMENTS MAY ALSO BE REQUIRED PREPARATORY TO FINAL REPRODUCTION.

ACCESS:

WHILE THERE IS NO SPECIFIC GEOGRAPHIC REQUIREMENT REGARDING BIDDER'S SITE WHERE THE WORK WILL BE PERFORMED, BIDDER MUST BE ACCESSIBLE TO THE CDO (INCLUDING FACE TO FACE MEETINGS AS MAY BE REQUIRED) FOR PURPOSES OF PROOFS, STATUTORY OR RULE CHANGES, TURN-A-ROUND TIMES, ETC. THE NECESSITY TO ESTABLISH A "LOCAL PRESENCE" IN NEW YORK CITY IS NOT PRECLUDED.

INVOICING:

CONTRACTOR WILL BE REQUIRED TO INCLUDE BY ATTACHMENT, TWO DOCUMENTS TO ALL INVOICES AND VOUCHERS SUBMITTED FOR PAYMENT:

- A. WRITTEN CERTIFICATION FROM THE CDO CONFIRMING TIMELY AND SATISFACTORY COMPLETION OF ALL REPRODUCTION SERVICES FOR EACH RESPECTIVE CASE. AS A MINIMUM, SUCH CERTIFICATION SHALL CLEARLY NOTE THE TITLE OF THE CASE (APPELLANT), TOTAL NUMBER OF PAGES AND COPIES AND SUCH OTHER INFORMATION AS MAY BE APPROPRIATE OR NECESSARY.
- B. A COPY OF THE "SERVICE ACKNOWLEDGMENT" PROVIDED TO THE COURT OF APPEALS AFFIRMING TIMELY AND SATISFACTORY DELIVERY OF REQUIRED COPIES TO ALL LOCATIONS.

CONTRACTOR SHALL SUBMIT SAME TO APPROPRIATE DISTRICT ADMINISTRATIVE OFFICE OF THE UNIFIED COURT SYSTEM. PARTICULARS PROVIDED UPON AWARD OF CONTRACTS.

IMPORTANT

UNDER NO CIRCUMSTANCES IS ANY BIDDER TO CONTACT THE NYS COURT OF APPEALS REGARDING THIS SOLICITATION.

ANY AND ALL INQUIRIES, QUESTIONS OR COMMUNICATIONS REGARDING THIS SOLICITATION ARE TO BE **DIRECTED ONLY TO THE ATTENTION OF:**

MR. GLENN R. HARRISON
CONTRACT & PROCUREMENT ADMINISTRATOR
NEW YORK STATE
OFFICE OF COURT ADMINISTRATION
42 KARNER ROAD
ALBANY, NY 12205
FAX: (518) 869-4735

NET: GHARRISO@COURTS.STATE.NY.US

* * * BID RESPONSE FORM * * *

NOTE: BIDDER MUST CLEARLY NOTE, "NO CHARGE" FOR ANY FACTOR WHICH BIDDER INTENDS TO ASSESS NO COSTS. **BLANK LINES ARE UNACCEPTABLE.** ALL PRICING IS INCLUSIVE OF ALL FACTORS PRESENTED IN THE RFB, SPECIFICATIONS OR THIS BID RESPONSE FORM.

1. PRICE **PER PAGE** FOR REPRODUCTION OF RECORD ON APPEAL \$ _____

2. ADDITIONAL CHANGES:

CHARGE **PER PAGE** FOR CHANGES SUBSEQUENT TO FIRST-TIME CHANGES

TO MASTER PROOF: \$ _____

3. **PRICE EACH** FOR 8.5 X 11 COLOR EXHIBITS \$ _____

PRICE EACH FOR 8.5 X 14 COLOR EXHIBITS \$ _____

PRICE EACH FOR 11 X 17 COLOR EXHIBITS \$ _____

4. OTHER CHARGES - IF ANY (BE SPECIFIC):

NAME OF FIRM: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME IN PRINT: _____ TITLE: _____

FAX NUMBER: _____ E-MAIL: _____

NOTE: THIS FORM IS TO BEAR ORIGINAL INK SIGNATURE AND BE RETURNED WITH ALL OTHER REQUIRED DOCUMENTS.