

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID/PROPOSAL—

(This is not an order)

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

NYS Office of Court Administration Contracts & Procurement Unit 25 Beaver Street, R-840 New York, NY 10004 (Agency Name and Address)
Direct Inquiries to: Marie-Claude Ceppi E-Mail: mceppi@nycourts.gov

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

PER ATTACHED RFP/RFB SPECIFICATIONS

Number: OCA/AS-197 Issue Date: 8/29/13	Commodity Group:
Opening Date: 9/19/13 Time: 3:00 p.m.	Commodity Name: Printing of divorce booklets

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (JANUARY 2004) ARE FULLY INCORPORATED HEREIN.

<p>Agency's Specification of item(s) Required (include quantities)</p> <p>UCS ATTACHMENTS I, III AND IV ARE ATTACHED & INCORPORATED HEREIN.</p>	<p>Bidder's Quotation and Specific Description of Item Offered</p> <p>BIDDERS ARE TO SUBMIT ALL REQUIRED DOCUMENTATION AND PRICING IN THE FORMAT PRESCRIBED BY THE ATTACHED RFP/RFB SPECIFICATIONS.</p>
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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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BID RESPONSE FORM (1 page)

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.

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
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 - 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
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)
 - Termination Clause (UCS 423)
- _____ 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 coverages required by the bid specifications
- _____ Paper Stock Samples
- _____ List of at least 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 and Title: _____

Signature: _____ Date: _____

I.A. RFB# OCA/AS-197: DETAILED SPECIFICATIONS

Purpose and Scope

The New York State Unified Court System, Office of Court Administration (hereafter "UCS/OCA") is soliciting sealed bids for the printing of two divorce booklets:

Booklet 1: Uniform Uncontested Divorce Packet, Forms (White cover), and

Booklet 2: Uniform Uncontested Divorce Packet, Filing Instructions & Glossary (Purple cover.)

Term of Award

The initial term of the contract shall be three (3) years. It is estimated that the contract will commence on or about January 1, 2014. UCS/OCA shall have the option to renew the awarded contract for two (2) additional one-year terms (Renewal Terms) upon the same terms and conditions, except pricing. The awarded contract and the Renewal Terms are subject to the approval of the NYS Attorney General and the Office of the New York State Comptroller.

Method of Award

A single contract will be awarded to the lowest dollar cost, responsible bidder determined to be in compliance with this RFB and specifications. Lowest dollar cost is defined as the "Grand Total Price for the Initial 3-Year Term" of the contract, as indicated by bidders in the Bid Response Form.

Questions

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

Marie-Claude Ceppi
mceppi@nycourts.gov

Please indicate in "Subject" field: OCA/AS-197 Question(s)

The deadline to submit questions is **September 6, 2013** before 5:00 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 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.

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:

Marie-Claude Ceppi
Management Analyst
NYS Office of Court Administration
25 Beaver Street, Room 840
New York, NY 10004

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

"Deliver immediately to Marie-Claude Ceppi"
"Sealed bid - Do not open"
"OCA/AS-197 due **September 12, 2013**, 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 September 12, 2013 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: Marie-Claude Ceppi, 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-197.

Bidders Qualifications

Bidder must be capable of manufacturing, printing, and shipping large numbers of orders to different locations on an as-needed basis. The awarded contractor must be able to accept and shall be required to produce any orders placed within the contract period.

Inspection of Bidder's/Contractor's Facilities

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

Pricing/Compensation

All pricing submitted pursuant to the solicitation shall be net and include all costs for the performance of all services required under this solicitation, including all costs associated with the printing process, i.e. set-up

charges, artwork, correction of proofs (except in the case of an error made by OCA (see "Proofs"), etc.), and full inside delivery to the exact location(s) indicated on the "List of ship-to addresses and quantities of sets of booklets to be delivered" (Exhibit 2) attached to each purchase order. No additional charges will be allowed. 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 (a unit is defined as "per thousand (1,000) booklets") 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.)

Pricing will remain unchanged for the initial three (3)-year term of the contract. Prices may be increased for each Renewal Term. Any such Renewal Term price increase (i) shall not exceed the percentage increase in the Consumer Price Index for All Urban Consumer - New York-Northern NJ - Long Island - NY-NJ-CT-PA (Index 1982-1984 - 100) - NSA (Not Seasonally Adjusted) ("CPI") over the CPI as of the commencement date of the immediately preceding contract term, and (ii) shall be subject to a maximum increase of five percent (5%) per Renewal Term. Prices shall thereafter remain unchanged for the balance of such Renewal Term.

Contractor shall deliver written notice containing proper documentation supporting any proposed price increase to UCS at least ninety (90) days prior to the scheduled commencement date of any of the Renewal Terms. If the request for a price increase is not received by OCA at least ninety (90) days prior to the scheduled commencement date of any of the Renewal Terms, the request may be denied.

Proofs

1. Pricing

The awarded vendor will supply at no charge a proof for Booklet 1 and Booklet 2 prior to the initial printing run as well as after OCA submits any changes to the proof. Blueline and color proof are required within five (5) business days of submission of the electronic file to the awarded vendor.

Prior to OCA signing off on the proof, any corrections or changes made by OCA, due to the awarded vendor's error or to OCA's error, shall be at no charge to OCA.

After OCA signs off on the proof:

a) Corrections by OCA of errors made by the awarded vendor in the printed material shall be at no charge to OCA. The awarded vendor shall bear the full cost of picking up unsatisfactory orders and delivering the reprints.

b) OCA may substitute any page with a new a page, because of changes made to the text of the page. Page substitution occurs approximately three (3) times a year. Page substitution will not involve any typesetting from the awarded vendor; a new page, or new pages, will only need to be inserted in the approved proof. A new proof of the document including the new page(s) shall be submitted to OCA for approval. Page substitution, including the submission of the proof, will be at no charge to OCA.

c) OCA will pay a reasonable fee for corrections of errors made by OCA to a previously approved proof. Such fee shall include the full cost of picking up unsatisfactory orders and delivering the reprints. (See Bid Response Form, under Pricing for Proof Changes made by OCA.) Such corrections occur

approximately three (3) times per year. Please see the Bid Response Form.

2. Proof Approval

All proofs must be sent to Handel Wilson, NYS Office of Court Administration, 9th Floor, New York, NY 10004, or such other person as OCA may designate by written notice to awarded vendor, for review and written approval. Upon receipt of written approval from OCA, the awarded vendor shall proceed with printing.

Purchase Orders

OCA will issue purchase orders approximately five times per year. Purchase orders will describe the titles of the booklets and quantities needed. The "List of ship-to addresses and quantities of sets of booklets to be delivered" will be attached to each purchase order (See Exhibit 2.)

Order Communication

Any and all corrections, changes, clarifications to a purchase order issued by OCA shall be in the form of a "Change of Purchase Order." All questions and clarification sought by the awarded vendor must be sent in writing by email to Handel Wilson at HWILSON@courts.state.ny.us.

Electronic Transmission of Files to Awarded Vendor

Both booklets will be sent electronically to the awarded vendor, in pdf format, except for the form "Certificate of Dissolution of Marriage" of which printed copies will be mailed to the awarded vendor for inserting in Booklet 1.

Estimated Quantities/Number of Press Runs

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

The estimated annual quantity of each booklet is 50,000; i.e., 50,000 of Booklet 1 (Forms) and 50,000 of Booklet 2 (Instructions), so as to provide OCA with 50,000 sets, where one set includes one Booklet 1 (Forms) and 1 Booklet 2 (Instructions.)

OCA estimates that it will require both Booklets 1 and 2 to be printed in five runs with estimated quantities per run as follows:

- Run 1: 20,000 sets; i.e., 20,000 of Booklets 1 (Forms) and 20,000 of Booklets 2 (Instructions)
- Run 2: 10,000 sets
- Run 3: 10,000 sets
- Two (2) additional runs of 5,000 sets each may be ordered on an as needed basis.

Schedule/Delivery

The frequency of delivery is estimated to be,

- a) three (3) times a year, after each print run, to the “List of ship-to addresses and quantities of sets of booklets to be delivered” (Exhibit 2), which will also be attached to each purchase order; and
- b) an estimated, additional two (2) deliveries will be made to the Office of Court Administration only.

The first order shall be delivered within fifteen (15) business days upon receipt of final, signed-off blueline and/or color proof.

Full inside delivery will be made to the specific locations indicated in Exhibit 2.

Summary Table: Estimated Numbers of Sets Per Numbers of Locations to be Delivered after each Run

After:	Total sets (B1 + B2)	Sets delivered to 12 locations*	Sets delivered to 10 locations*	Sets delivered to OCA
Run 1	20,000	1,000 per location 12,000	500 per location 5,000	3,000
Run 2	10,000	500 per location 6,000	300 per location 3,000	1,000
Run 3	10,000	500 per location 6,000	300 per location 3,000	1,000
Additional Runs: Run 4	5,000			5,000
Run5	5,000			5,000
Total sets	50,000	24,000	11,000	15,000

* Specific locations are specified in Exhibit 2.

Packaging

Packaging will be in standard, one cubic foot cartons for both booklets. Each carton must be packed with fifty (50) Booklet 1 (Forms) and one hundred (100) Booklet 2 (Instructions.) Each box must be marked on the outside to indicate the names and quantities of Booklets.

Recycled Paper

All booklets to be printed on recycled paper (See also Attachment I, p. 2 of 10 and pp. 5, 6 and 7 of 10 for additional information.)

The minimum content requirement for post-consumer material shall be:

- a) 30% for un-coated paper
- b) 20% for colored wove, un-coated paper

Brightness: 92

No flex paper

Paper Stock Samples

Bidder shall provide three (3) samples of each paper stock specified in Section I.B. (Technical Specifications), i.e.

- white un-coated, 110 lbs. index card stock
- white text stock 20 lbs.
- purple un-coated, 67 lbs. vellum bristol cover stock

Contractor Identification

The awarded contractor's logo, trademark or any other identifying information (except union logo, if applicable, and recycled symbol) must not appear on any portion of the completed product.

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 is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the bidder's proposal.

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

I.B. RFB# OCA/AS-197: TECHNICAL SPECIFICATIONS

Specifications for Booklet 1 - Uniform Uncontested Divorce Packet, Forms (White cover)

Size: 8 ½ " x 11"

Finish: Stapled at the top left corner

White un-coated, 110 lbs. index card stock for the front and back covers.

White text stock 20 lbs.

1-sided printing

All-black ink

Post Card - Matrimonial Action: White un-coated, 110 lbs. index card stock .

No bleeds

Total number of pages including all forms: 78 pages (not including front and back covers.)

Estimated quantities of Booklet 1 per year: 50,000

Specifications for Booklet 2 - Uniform Uncontested Divorce Packet, Filing Instructions & Glossary (Purple cover)

Size: 8 ½ " x 11"

Finish: Saddle-stitched (2 staples)

Purple un-coated, 67 lbs. vellum bristol cover stock for the front and back covers.

White text stock 20 lbs.

2-sided printing

All-black ink

No bleeds

Total number of pages including all forms: 51 pages (not including cover and back pages)

Estimated quantities of Booklet 2 per year: 50,000

II. 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 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.

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 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) 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/.

Online RFB/RFP Package : Disclaimer

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

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
25 Beaver Street, Room 840
New York, NY 10004

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

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

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

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

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

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

Exhibit 1: Booklet 1 and Booklet 2, pdf format.

Bidder may request hard copy samples of the booklets by sending an request by e-mail to Marie-Claude Ceppi mceppi@nycourts.gov

Exhibit 2: "List of ship-to addresses and estimated quantities of sets of booklets to be delivered" starts on the next page.

Exhibit 2: “List of ship-to addresses and estimated quantities of sets of booklets to be delivered”

The following estimated quantities will be delivered to each of the twelve (12) locations indicated below after each of the three print runs:

After Run 1, 1,000 sets each (total 12,000 sets)

After Run 2, 500 sets each (total 6,000 sets)

After Run 3, 500 sets each (total 6,000 sets)

Patrick McConnell
Kings County Supreme Court
360 Adams Street, Room 122C
Brooklyn, NY 11201

New York County Supreme Court
Office of the Self-Represented
60 Centre Street, Room 116
New York, NY 10007

Mary Ellen Guarneri
Supreme Court, Bronx
851 Grand Concourse
Office of the Self-Represented
RM 121
Bronx, NY 10451

Jean Cawley
Queens Supreme County
88-11 Sutphin Blvd
Jamaica, NY 11435

Frederick Crockett
Suffolk County
Supreme & County Courts
400 Carleton Avenue
Central Islip, NY 11722

Steve Magid
Richmond County Supreme Court
18 Richmond Terrace
Staten Island, NY 10301

Richard Seibt
Matrimonial Center

OCA/AS-197
PRINTING OF DIVORCE BOOKLETS

BID OPENING: SEPTEMBER 19, 2013
3:00 PM

400 County Seat Drive
Mineola, NY 11501

Jacqueline Becker
Supreme & County Courts
Onondaga County Courthouse
401 Montgomery Street - Room 302
Syracuse, NY 13202

Ellis W. Bozzolo, Chief Clerk
Erie County Supreme Court
25 Delaware Avenue
Buffalo, NY 14202

Alexander Thomasson
Westchester County Supreme Court
Civil Calendar Office
111 Dr. Martin Luther King Jr. Blvd
White Plains, NY 10601

Charles Diamond, Chief Clerk
Supreme Court
Albany County Courthouse
Albany, NY 12207

Cindy L. Campbell
Saratoga Supreme & County Court
30 McMaster Street
Ballston Spa, NY 12020

The following estimated quantities will be delivered to each of the ten (10) locations indicated below after each of the three print runs:

After Run 1, 500 sets each (total 5,000 sets)

After Run 2, 300 sets each (total 3,000 sets)

After Run 3, 300 sets each (total 3,000 sets)

Richard R. Reilly, Chief Clerk
Rensselaer County Supreme Court
Congress & Second Street
Troy, NY 12180

Rochelle Coley
Monroe County Supreme Court
545 Hall of Justice

OCA/AS-197
PRINTING OF DIVORCE BOOKLETS

BID OPENING: SEPTEMBER 19, 2013
3:00 PM

Rochester, NY 14614

Chief Clerk
Oneida County Supreme Court
Courthouse
Elizabeth Street
Utica, NY 13501

Naomi Molina
Suffolk County Supreme Court
Supreme Court law Library - LRPP
400 Carleton Avenue, 4th Fl
Central Islip, NY 11722

Cheryl J. Davis, Deputy Chief Clerk
Nassau County Supreme Court
Court Information Center
100 Supreme Court Drive
Mineola, NY 11501

Debbie Payne
Supreme Court Library
401 Montgomery Street
Syracuse, NY 13202

Cindy Dillon
Rockland County Courthouse
1 South Main Street
New City, NY 10956

Bonnie S. Johnston, Chief Clerk
Jefferson County Supreme Court
Dulles State Office Building
317 Washington Street - 10th Fl
Watertown, NY 13601

Eileen Stanford, Chief Clerk
Orange County Supreme Court
285 Main Street
Goshen, NY 10924

Michael Thompson, Chief Clerk
Dutchess County Supreme Court

OCA/AS-197
PRINTING OF DIVORCE BOOKLETS

BID OPENING: SEPTEMBER 19, 2013
3:00 PM

10 Market Street
Poughkeepsie, NY 12601

The following estimated quantities will be delivered to OCA:
After Run 1, 3,000 sets
After Run 2, 1,000 sets
After Run 3, 1,000 sets
After each of the additional two runs, 5,000 sets

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

BID RESPONSE FORM

Do not retype or amend the Bid Response Form. Bidders must bid on both booklets.

Booklet 1: Uniform Uncontested Divorce Packet, Forms (White Cover)

Booklet 2: Uniform Uncontested Divorce Packet, Filing Instructions & Glossary (Purple Cover)

A. Booklets

	Price per thousand booklets	Estimated annual quantity of 50,000 booklets	Estimated annual price	Estimated price for initial contract term (3 yrs)
B1	\$ _____	x 50	= \$ _____	x 3 = \$ _____
B2	\$ _____	x 50	= \$ _____	x 3 = \$ _____
			Total Price 2 booklets (A)	= \$ _____

B. Pricing for Proof Changes made by OCA

	Price per change	Estimated annual number of changes	Estimated annual price	Estimated price for initial contract term (3 yrs)
B1	\$ _____	x 3	= \$ _____	x 3 = \$ _____
B2	\$ _____	x 3	= \$ _____	x 3 = \$ _____
			Total Price Proof Changes (B)	= \$ _____

Grand Total Price for Initial 3-Year Term (A + B) = \$ _____

Company Name:

Authorized Officer's Name and Title:

Signature and Date:

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