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/MED-109**	**Commodity Group:** **MEDICAL SERVICES**
Opening Date: **JULY 25, 2005** **Time: 11:00 A.M.**	**Commodity Name:** **MEDICAL EXAMINATIONS FOR JUDGES**

NYS OFFICE OF COURT ADMINISTRATION
25 BEAVER STREET
NEW YORK, NY 10004

(Agency Name and Address)

Direct Inquiries to: Jeff Casper
Telephone No.: 212-428-2867

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

PER RFB 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
UCS ATTACHMENT I AND ATTACHMENT II ATTACHED & INCORPORATED HEREIN.	**ALL BID RESPONSES MUST BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.**

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 __THREE_____ (_3_) 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:_____

(UCS - Rev.07/01/03)

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

(UCS - Rev.07/01/03)

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	

(UCS - Rev.07/01/03)

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 APPROVED DED/DEC
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: _____

(UCS - Rev.07/01/03)

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).

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 or 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.

NEW YORK STATE
UNIFIED COURT SYSTEM

VENDOR TAX COMPLIANCE & CERTIFICATION
ATTACHMENT II

NOTICE TO ALL PROSPECTIVE BIDDERS OR CONTRACTORS TO THE NEW YORK STATE UNIFIED COURT SYSTEM (UCS). Pursuant to a requirement of the New York State Tax Law (Section 5-a), **EFFECTIVE JANUARY 01, 2005**, vendors must execute Attachment II, certifying that vendor, its subcontractors and affiliates, and affiliates of vendor's subcontractors, are either registered with the NYS Dept. of Taxation & Finance to collect sales and compensating use taxes, or are not obligated to register. This certification **must** be included with vendor's bid or proposal and will be incorporated within any proposed agreement, whether resulting from a formal solicitation, or not. Failure to submit the certification (with copies of NYS Tax Certificate(s) of Authority, if applicable) may result in delay or rejection of the proposed award or agreement. Please note that the certifications are completed UNDER PENALTY OF PERJURY and that the UCS is required to submit copies to the NYS Dept. of Taxation & Finance.

This requirement applies to all contractors of commodities or services (except governmental entities), including individuals, for profit and not-for-profit organizations. All applicable sections of attached New York State Department of Taxation & Finance - Contractor Certification form ST220 (pages 1-6) must be completed.

AWARDED CONTRACTORS ARE FURTHER ADVISED OF THE FOLLOWING AND BEAR SOLE AND FULL RESPONSIBILITY FOR TIMELY COMPLIANCE:

1. If awarded contract is a multi-year agreement (i.e. any initial term of two (2) or more years), and **does not** contain a renewal or extension period, **annual re-certification is required of the contractor.**

2. If the initial term of the agreement provides for any renewal or extension period, **re-certification by contractor is required only at the time of such renewal or extension.** Questions regarding scope and applicability of NYS Tax Law Sec. 5-a should be directed to:

BERNARD HILLENGAS@TAX.STATE.NY.US
(518) 457-3516

Attachment II
(03:01:05)

New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law)

ST-220
(1/05)

For more information, see Publication 222, *Question and Answers Concerning Section 5-a.*

Contractor name				*For office use only* *Contract number*
Contractor's principal place of business	City	State	ZIP code	
Mailing address *(if different than above)*				*Estimated contract value*
Contractor's federal employer Identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)			$
Contractor's telephone number ( )	Contracting state agency			

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and that:

Part I. Contract services that are not services for purposes of Tax Law section 5-a

(Mark an **X** *in the box if this statement is applicable. If you mark this box, you do not have to complete Parts II - V.)*

☐ The requirements of Tax Law section 5-a do not apply because the subject matter of the contract concerns the performance of services which are not *services* within the meaning of Tax Law section 5-a.

(If you did not mark the box next to the statement in Part I, mark an **X** *next to the applicable statement in Parts II through V.)*

Part II. Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law.

☐ As of the date of this certification, the contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part III. Affiliate registration status

☐ As of the date of this certification, the contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and each affiliate exceeding the $300,000 sales threshold during such periods is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address, and identification number of each affiliate exceeding the $300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates and, as of the date of this certification, each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part IV. Subcontractor registration status

☐ As of the date of this certification, the contractor does not have any subcontractors.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has made sales in excess of the $300,000 threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each subcontractor exceeding the $300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part V. Subcontractor affiliate registration status

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the $300,000 threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each affiliate exceeding the $300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Sworn to this ____ day of _____, 20 _____

_____ _____

(signature) *(title)*

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the day ____ of _____ in the year 20__ , before me personally appeared _____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____

of_____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is the _____

of_____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of, _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____

Notary Public

Registration No.

Schedule A — List of affiliates, subcontractors, and affiliates of subcontractors

A Relationship to Contractor	B Name	C Address	D ID Number	E Sales Tax ID Number	F Proof of Registration

Column A – Enter ***C*** if the contractor; do not complete columns C, D, and E. Enter ***A*** if an affiliate of the contractor; ***S*** if a subcontractor; or ***SA*** if an affiliate of a subcontractor, and complete columns B through F.

Column B – Name - If person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State. If person is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If person has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of person's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal identification number assigned to the person or person's business, as applicable.

Column E – Sales tax ID number - Enter only if different from federal ID number in column D.

Column F – Enter ***CA*** if a paper copy of the certificate of authority is attached; or ***RC*** if person is registered with DTF and has confirmed this status with DTF.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Instructions

General information

On August 20, 2004, New York State enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than $15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. A contractor must use Form ST-220, *Contractor Certification*, to make this certification before the contract may be approved by the Office of the State Comptroller (OSC), or other contract approver if OSC is not required to approve the contract.

This statute applies to contracts resulting from solicitations to purchase issued by governmental entities on or after January 1, 2005. In the case of contracts resulting from issuance of an invitation for bid (IFB) or a request for proposal (RFP), the statute would apply if the IFB or RFP was first issued on or after January 1, 2005. The statute would not apply if the bid document was first issued before January 1, 2005, even if the bid document was amended, or the resulting contract was awarded, approved, amended, or extended after January 1, 2005.

The statute does not apply to purchases from preferred sources. For additional information, please see Publication 222, *Questions and Answers Concerning Tax Law Section 5-a.*

Definition of terms associated with section 5-a

The following is a partial list. Please see Publication 222 for additional information.

A *contractor* is defined as a person awarded a contract by a covered agency.

The term *person* is defined as any entity in business for either profit or not-for-profit purposes and can refer to an individual, partnership, limited liability company, society, association, joint stock company, or corporation.

A *covered agency* is defined as New York State or any department, board, bureau, commission, division, office, council or agency of New York State; public authorities and public benefit corporations. The State Legislature, the judiciary, Department of Law, Office of State Comptroller, State Education Department, State University of New York and the senior colleges of City University of New York are included in this definition.

An *affiliate* is an entity which, through stock ownership or any other affiliation, directly, indirectly or constructively, controls another entity, is controlled by another entity, or is, along with another entity, under the control of a common parent company.

A *subcontractor* is an entity specifically engaged by a contractor or another subcontractor to provide commodities or perform services necessary to allow a contractor to fulfill a particular contract with a covered agency.

Commodities means, other than with respect to contracts for State printing, material goods, supplies, products, construction items or other standard articles of commerce other than technology which are the subject of any purchase or other exchange.

Tangible personal property means physical personal property, of any nature, that has a material existence and is perceptible to the human senses. Tangible personal property includes, without limitation: (1) raw materials, such as wood, metal, rubber and minerals; (2) manufactured items, such as gasoline, oil, diesel motor fuel and kero-jet fuel, chemicals, jewelry, furniture, machinery and equipment, parts, tools, supplies, computers, clothing, motor vehicles, boats, yachts, appliances, lighting fixtures, building materials; (3) pre-written off-the-shelf software; (4) artistic items such as sketches, paintings, photographs, moving picture films and recordings; (5) animals, trees, shrubs, plants and seeds; (6) bottled water, soda and beer; (7) candy and confections; (8) cigarettes and tobacco products; (9) cosmetics and toiletries; (10) coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange; (11) postage stamps, when purchased for purposes other than mailing; and (12) precious metals in the form of bullion, ingots, wafers and other forms.

Completing Form ST-220

Identification information

Contractor name: Enter the exact legal name of the person or entity who is contracting to provide commodities or services to a covered agency of New York State. This is the name registered with the New York Department of State.

Contractor's principal place of business: Enter a street address, not a PO box number.

Mailing address: Enter the address where contractor receives mail, if different than the principal place of business.

Contracting state agency: Enter the state agency awarding the contract to the contractor.

Certification statement: If the contractor is a corporation, the statement must be completed by the president, vice president, treasurer, assistant treasurer, chief accounting officer, or other officer authorized by the corporation. If the contractor is a partnership, the statement must be completed by a partner or person authorized by the partnership. If the contractor is a limited liability company, the statement must be completed by a member of the LLC and be authorized by the LLC.

Part I – Contract services not pursuant to Tax Law section 5-a

If the services to be performed under the contract are not services within the meaning of Tax Law section 5-a, mark an ***X***. You do not have to complete Parts II through V. You must sign and have the certification acknowledged.

For procurement law purposes, *services* means, other than with respect to contracts for State printing, the performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange. For procurement law purposes, technology is a service. The term *services* for procurement law purposes does not apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article eleven-B of the State Finance Law.

The term *taxable services* for New York State and local sales and compensating use tax law purposes includes, but is not limited to: 1) providing information by printed, mimeographed or multigraphed matter or by duplicating written or printed manner in any other

manner; 2) processing, assembling, fabricating, printing or imprinting tangible personal property furnished by a customer who did not purchase the tangible personal property for resale; 3) installing, maintaining, servicing, or repairing tangible personal property that is not held for sale by the purchaser of the service in the regular course of business (for example, servicing automobiles, installing appliances, and repairing radio and television sets); 4) storing tangible personal property that is not being held for sale; 5) renting safe deposit boxes, vaults, and similar storage facilities; 6) maintaining, servicing, or repairing real property both inside and outside buildings (for example, cleaning, painting, gardening, snow plowing, trash removal, and general repairs); 7) providing parking, garaging, or storing services for motor vehicles; 8) interior decorating and designing; 9) protective or detective services; and 10) entertainment or information services provided by means of telephony or telegraphy.

Parts II through V

If the contract is covered under Tax Law section 5-a, you must mark an ***X*** in one box in each of these parts. You must also sign and have the certification acknowledged, and complete Schedule A.

Schedule A

Column A – Relationship to the contractor

The contractor should enter a ***C.*** It is not necessary for the contractor to complete columns C through E since this information has been provided on page 1.

If the person listed in column B is an affiliate of the contractor, enter an ***A***; if a subcontractor, enter an ***S***; if an affiliate of a subcontractor, enter ***SA***.

Column B – Name

Enter the exact legal name as registered with the New York Department of State of each corporation or limited liability company. If the person is a partnership or sole proprietor, enter each partner's or the owner's given name. If the person uses a different name or DBA (doing business as), enter that name as well.

Column C – Address

Enter the street address of the person's principal place of business. Do not enter a PO box.

Column D – ID number

If the person listed in column B is an individual, enter the social security number of that person. Otherwise enter the employer identification number (EIN) assigned to the person.

Column E – Sales tax ID number

Enter the sales tax identification number, if different from the federal identification.

Column F – Proof of registration

Enter ***CA*** and attach a copy of the certificate of authority for the person.

If the certificate of authority is not readily available and if the person is registered with the Department of Taxation and Finance and has confirmed this status with the DTF, enter ***RC***.

Return a signed and acknowledged original Form ST-220, and a copy, with the contract to the procuring state agency.

RFB # OCA/MED-109 **BID OPENING: JULY 25 , 2005**
11:00 A.M.

MEDICAL EXAMINATIONS

DOCUMENT ENCLOSURE CHECKLIST

All of the following documents and information must be executed and returned as specified. Failure to include any of the required documents or information may result in rejection of the bidder's proposal:

1. UCS Request for Bid Form with original signature.
2. Non-collusive bidding certificate with original ink signature - Attachment I, p.3
3. Corporate acknowledgment with original ink signature. - Attachment I, p.4
4. Vendor Tax Compliance & Certification - Attachment II, Form ST-220, 4 pages
5. Bidder's full and complete original proposal with signature.
6. List of three (3) references (names, contacts, addresses, phone numbers)
7. Bid Response Sheet - 1 page (signed and dated)
8. Copy of bidder's professional liability insurance certificate of coverage, including but not limited to medical malpractice.
9. Organizational chart and copies of diplomas/certifications/licenses
10. Six (6) complete copy-sets of above

Note: all documents requiring original signature must bear the signature of the same authorized individual. Signatory notarization must be that of the person whose signature is affixed to required documents.

BID SHEET - OCA/MED-109

MEDICAL EXAMINATIONS FOR SUPREME COURT JUSTICES AND JUDICIAL HEARING OFFICERS

COST PER BASIC EXAMINATION (including PSA test) $_____

COST PER BASIC EXAMINATION (without PSA test) $_____

<u>ADDITIONAL TESTING:</u>

CARDIOVASCULAR STRESS TEST $_____

PROCTOSIGMOIDOSCOPY (Fiberoptic) $_____

PAP TEST (Female) $ _____

MAMMOGRAPHY $ _____

PULMONARY FUNCTION TEST $_____

COMPANY NAME _____

ADDRESS _____

_____

_____

COMPANY OFFICER'S NAME AND

TITLE _____

TELEPHONE _____ **FAX** _____

SIGNED _____ **DATE** _____

OCA/MED-109 **BID OPENING DATE: JULY 25, 2005**
MEDICAL EXAMINATIONS **11:00 AM**

* * * GENERAL SPECIFICATIONS * * *

Note: In addition to such other specifications and criteria presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms - and Attachment II - Vendor Tax Compliance & Certification - are attached hereto and made a part thereof.

Online RFB Package: Disclaimer:

Bidders accessing any UCS/OCA solicitations and related documents from the NYS 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.

Purpose and scope:

The New York State Office of Court Administration (hereafter, OCA) is soliciting sealed bid/proposals for the performance of medical examinations on approximately 50 Supreme Court Justices and 100 Judicial Hearing Officers per year in the New York State Unified Court System (UCS). Each year, most examinations will take place between January 1 and July 31, with a few more taking place between August 1 and December 31.

Term of award:

A single term contract will be awarded for an initial term of one year effective October 1, 2005 to September 30, 2006. The UCS reserves the right to renew such contracts for three (3) additional one (1) year periods **upon the same terms, prices and conditions.**
The UCS further reserves the right to extend the contract for a period not to exceed one hundred and eighty (180) days upon written notification to contractor prior to contract termination date, or any renewal period thereof. The initial contract is subject to approval by the NYS Office of the Attorney General and by the NYS Office of the State Comptroller (OSC) Any such renewals or extension shall be subject to OSC's approval.

Estimated Quantities:

Any and all figures/quantities presented in this RFB ARE ESTIMATES ONLY. Accordingly, no commitment or guarantee to reach any specified volume of business is made or implied.

Price:

Prices shall be net and include all services described in the bid specifications. Bidder shall quote prices on a per unit cost for each specified examination. Bidder shall also include a price list for tests or examinations not included in the total unit cost.

Method of award:

An evaluation committee will review all bid/proposals for compliance with mandatory requirements. Complete and responsive proposals will then be evaluated. The award will be made to the respondent scoring the highest point total for the following criteria:

Cost - 20 points
The method of allocating evaluation points for cost will be to award 20 points to the compliant respondent offering the lowest cost for the basic examination **(including PSA test)**. A percentage of 20 points will be awarded to each additional compliant respondent equal to the ratio of the low cost to each subsequent response. For example: low cost is $100 = 20 points.
Cost #2 is $125 = 100/125 X 20 = 16 points

Methodology to Provide Specified Examination - 20 points
A maximum of 20 points will be awarded to respondents as rated in the area of staff professionalism and method/performance of testing. Respondents should outline the process that judicial officials will go through during a basic examination and if necessary, extended testing and who will perform such examinations and testing.

Appropriateness of Facility/Site - 30 points
A maximum of 30 points will be awarded to respondents for appropriateness as to convenience of the site location, organization of space and cleanliness for the examination of judicial officials.

Ability to Prepare Reports as Specified - 10 points
A maximum of 10 points will be awarded to respondents based on the sample report (hypothetical)to be furnished to the Supervising Physician of the New York State Health Service.

Demonstrated Experience - 20 points
A minimum of three references attesting to the respondents's demonstrated experience in providing similar service will be evaluated and assigned a maximum of 20 points.

Site and Examinations:

The Unified Court System (UCS) requires that the examination site be within the borough of Manhattan in New York City. The site would be expected to accommodate (with qualified staff and equipment) the complete range of examinations set forth in the UCS's specifications and any other examinations deemed relevant by the bidder, and set forth within the bidder's separate price list. The site must be appropriate as to location, organization of space, cleanliness and professionalism for the examination of judicial officials.

The premises shall provide private and individual changing rooms and bathrooms, private pre-exam lounges separate for men and women, with access to phones and faxes should the judges need to conduct business before or after their examination. Privacy of the judges before, during and after the examination is of paramount importance.

The privacy of judges and the confidentiality of their records must be assured at all times. All dealings with judges must be handled with the seriousness, accuracy, discretion, and the courtesy that would be extended to professionals at the executive level.

Examinations shall be conducted by board certified physicians. All doctors, nurses and technicians shall be certified by the New York State Education Department to practice in NYS in their respective area of expertise.

Bidder's /contractor's facility:

For purposes of evaluation, **bidder's** proposed facilities shall be available for inspection. Subsequent to the award, **contractor's** facilities shall be made available for periodic inspection upon request.

Billing:

Medical examinations shall be invoiced separately for Supreme Court Justices and Judicial Hearing Officers. All invoices should be sent to the Office of Court Administration, 25 Beaver Street, R-840, New York, NY 10004, Attn: Sheila Rennert for processing. **DO NOT SEND INVOICES TO SUPREME COURT JUSTICES OR TO JUDICIAL HEARING OFFICERS.**

Bidder's Qualifications:

Bidder shall provide an organizational chart identifying the names and titles of the Account Manager and team members responsible for the Unified Court System's account. Bidder shall also provide resumes, copies of diplomas/State certifications/other qualification, or a detailed description of relevant experience, for the Account Manager and each identified team member, to include doctors, nurses, technicians, others. The Account Manager's business address, phone number(s) and E-mail address should be provided. Bidder shall identify all medical laboratories it uses.
Bidder shall describe in detail the steps and procedures followed during examination.

References:

Bidder shall provide the names of three (3) companies with addresses, phone numbers, e-mails, and authorized officers' names, for whom bidder delivered similar services in the past three years.

Bidders responses must document their ongoing current experience in providing the full range of services contained in this RFP's specifications or their responses may be rejected.

Sample Report and Release:

Bidder shall provide a sample report based on a hypothetical examination which will demonstrate the level of detail to be provided. The report shall include all numbers and charts as well as a narrative of procedures followed and results obtained. Bidder shall also provide a sample of the Release of medical findings to the Supervising Physician of the NYS Employee Health Services, that judges will have to sign before examination.

Financial Stability:

Upon request by UCS/OCA, bidder shall provide a copy of financial filings as audited by a certified auditing firm for the past three consecutive years and a copy of its last three annual reports.

Unacceptable Proposals:

OCA may reject any proposals from bidders who are in arrears to the State of New York upon any debt or contract; who previously defaulted on contract obligations, as surety or otherwise, upon any obligation to the State of New York; who have been declared not responsible, or disqualified, by any agency of the State of New York; or have any proceeding pending relating to the responsibility or qualification of the bidders to receive public contracts.

The UCS/OCA retains the right to reject any and all bids or proposals submitted in response to this solicitation.

Compliance with laws:

Contractors shall be compliant with all applicable federal, state and local laws, rules and regulations.

Liability - Professional Liability:

Bidder must include with their submission proof of a minimum of $1,000,000.00 per occurrence of professional liability insurance coverage including but not limited to medical malpractice. Such coverage shall be at no cost to UCS/OCA and shall remain in force for any period a contractual agreement exists with UCS/OCA. A certificate of coverage shall be acceptable.

Confidentiality:

Bidders and awarded contractor are hereby advised that any and all information, records, files, documents or reports generated by, or contained in, any media format (e.g. print, electronic) provided to contractor by an individual or component of the UCS, or otherwise obtained by contractor in the performance of contractual services, shall be considered confidential and shall be treated and maintained accordingly at all times. Neither the contractor nor any of its employees, agents, subcontractors, representatives, interns or volunteers shall at any time be permitted to utilize any such information for any purpose outside the scope of awarded contract without the express written authorization of OCA. Further, any and all data developed by contractor, or any person or entity acting on behalf of contractor, remains the sole property of the UCS/OCA. Contractor, or subcontractors, may not make use of such data or information without the express knowledge and written consent of the UCS/OCA.

Confidential/Proprietary Information:

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 OCA. Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal. Note: Required financial data is not subject to the New York State Freedom of Information Law and will not be provided to any other party(s).

Changes:

Although judges are required to call directly to schedule appointments, under no circumstances should awarded contractor act on any verbal communications of judicial and non judicial personnel regarding this RFB's specifications. Any and all communications or changes are to be in writing. **Contractor assumes all risks in acting otherwise**.

Independent contractor status:

It is expressly understood and agreed that 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. Contractor is 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 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, employment and worker's compensation insurance of contractor or any of its employees or subcontractors.

Subcontracting:

No subcontracting will be allowed.

Termination:

If awarded contractor fails to fulfill any terms of this agreement on time, UCS/OCA shall have the right to terminate said agreement, except that UCS/OCA shall allow bidder a period of sixty (60) days to rectify the problem(s), after which UCS/OCA will notify contractor in writing of contract termination should problem(s) not be rectified to satisfaction of UCS/OCA or performance be unsatisfactory.

Such a termination may result in a vendor being declared "non responsible" by the UCS/OCA, pursuant to the Office of the State Comptroller's 2005 guidelines on vendors responsibility and in the vendor's removal from the UCS/OCA's bidders list.

Questions:

Bidders may submit questions by e-mail only to Jeff Casper at jcasper@courts.state.ny.us until July 13, 2005 at 5 p.m. OCA will answer questions by e-mail. No questions will be entertained after July 13, 2005 and a written Q&A including all questions received and their answers will be e-mailed to bidders and posted online.

Required copies of bidder's responses:

In addition to all **required original RFB documents** (Proposal, executed RFB form, Attachment I , pages 3 and 4 of 10 only), Attachment II - Form ST-220, and any other required documentation, brochures, etc. as listed on the Document Enclosure Checklist), **bidder shall include five (5) copies of all such material.**

Please note: original and copies of the solicitation should not be submitted in a three-ring binder, or in any other bound fashion. Please submit the original and copies bound only by rubber bands, clips or similar devices.

Packaging, Identifying and Delivery of Proposals:

Bidders may not submit their bid responses online.
All bid submissions must be securely contained in a sealed package or carton and clearly marked in large block letter on two sides as follows: **"DELIVER IMMEDIATELY SEALED BID"** The lowers left corner must be marked **"BID - DO NOT OPEN" " OCA/MED-109 DUE JULY 25, 2005 AT 11:00 A.M."**.
Failure to seal and mark as prescribed may result in non-delivery and/or rejection of proposal.

Bids must be submitted on or before July 25, 2005 at 11:00 am to:

Jeff Casper
Management Analyst
NYS Office of Court Administration
25 Beaver Street, R-840
New York, NY 10004

The OCA reserves the right to reject any and all proposals or bids submitted in response to this solicitation.

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

No-Bid:

Bidders are **requested to send a no-bid letter** to OCA, attn: Jeff Casper, at the above address, by July 25, 2005 at 11:00 am, should they decide not to answer this solicitation. The **envelope shall be clearly marked** in the lower left corner as follows: **OCA/MED-109.**

*** DETAILED SPECIFICATIONS ***

General Requirements

A. Judges will call the service directly to schedule appointments.

B. The service will complete all examinations and will submit reports to the supervising physician, New York State Employee Health Service.

C. Medical examination must be conducted by board certified physicians.

D. Medical examination will include the following:

(1) initial work-up (complete medical history, examination by a specialist in internal medicine, complete blood count, urinalysis, stool examination for occult blood and blood serology, PPD, plus biochemical survey.)

(2) electrocardiogram

(3) tonometric examination

(4) chest x-ray at the discretion of the examining physician.

(5) audiogram

(6) protein specific antigen (PSA)

(7) an assessment of any evidence of organic or nonorganic dementia which would exhibit itself as impairments to memory, abstract thinking, judgement and impulse control or disturbances of higher cortical function.

E. After consultation with, and subject to approval by the Chief Administrator of the Courts, the service will perform other laboratory and diagnostic procedures as may be indicated by the basic examination. Similarly, if, in the course of a physical examination, there are indications of psychological or mental disturbance, the service will conduct such mental examinations as may be necessary to a determination of judicial fitness. **The cost of additional tests or examinations must be approved by the Office of Court Administration in advance and will not be included in the total unit cost per medical examination.**

F. The Office of Court Administration will provide each judge to be examined with a form authorizing release of all medical finding to the supervising physician, New York State Employee Health Service. **No judge will be examined without signing this release.**

G. The service will furnish the supervising physician of the New York State Health Service with a complete report of all medical findings which will include a description of functional loss or impairment, if any.

H. This report will be the basis of the final evaluation by the supervising physician, New York State Employee Health Service; the report should be complete and detailed, covering all areas of examination.