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:**<br>**SBLE-261**<br><br>**Issue Date: April 27, 2009** | **Commodity Group:** |
| **Opening Date:**<br><br>**May 18, 2009 12:00 pm (Noon)** | **Commodity Name:**<br><br>**Equipment Rental - NYC/Westchester** |

New York State Board of Law Examiners
Corporate Plaza - Building 3
254 Washington Avenue Extension
Albany, NY 12203-5195
(Agency Name and Address)

Direct Inquiries to: Cara Brousseau
Telephone No.: (518) 452-8700

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, III and IV 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<br>Street | City | State | Zip |
| Bidder's Signature | | Official Title | |
| Printed or Typed Copy of Signature | | Area Code/<br>Telephone Number<br>**Email:** | |

# DOCUMENTS ENCLOSURE CHECKLIST

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

_____ Bid Response Form

_____ Bid Sheet

_____ Attachment I, page 3 – Non-Collusive Bidding Certificate

_____ Attachment I, page 4 – Acknowledgement

_____ Attachment III – Vendor Responsibility Questionnaire

_____ Attachment IV – Procurement Lobbying Forms
Disclosure of Prior Non-Responsibility Determination (UCS 420)
Affirmation of Understanding and Agreement (USC 421)
Termination Clause (UCS 423)

_____ Proof of general liability, workers' compensation and disability insurance

_____ List of three references (name, address, phone number, email)

_____ Documents Enclosure Checklist

**To be complete, a bidder's bid response must include ALL of the above documents. Please include the original and ONE copy of each form submitted. 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.**

Bidder's Name: _____

Authorized Officer's Name and Title:

_____

_____

Signature: _____ Date: _____

# General Specifications

## I. The RFB Documents

### A. Bid Response Form

Bidders must complete the Bid Response Form.

### B. Bid Sheet

Bidders must complete the Bid Sheet. Bidders are strongly encouraged to read the General and Detailed Specifications prior to completing the Bid Sheet and submitting a bid.

### C. Attachments

#### *1. Attachment I - Standard Request for Bid Clauses & Forms*

All bidders must read Attachment I and complete the Non-Collusive Bidding Certificate (page 3) and Acknowledgement (page 4). Bidders submitting bids agree to be bound to, among other things, the terms of NYS/USC Standard Clauses for all Contracts (Appendix A).

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

The NYS Board of Law Examiners (SBLE) 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 the SBLE 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).

Bidders are asked to complete and submit a paper questionnaire (the SBLE does not participate in OSC's online VendRep program). A for-profit business entity version of the form is included with this Request for Bids. A not-for-profit version of the form is available online at www.osc.state.ny.us/vendrep.

#### *3. Attachment IV- Procurement Lobbying Law*

All bidders must read Attachment IV and complete the Disclosure of Prior Non-Responsibility Determination (UCS 420), Affirmation of Understanding and Agreement (USC 421), and Termination Clause (UCS 423).

### E. Insurance

#### *1. Commercial General Liability Insurance*

All bidders must include with their response a certificate documenting that it has commercial general liability insurance coverage for at minimum, the coverage limits listed below or greater if required by applicable law, from an insurance company licensed to do business in New York State. The awarded contractor will be required to maintain such insurance in force throughout the term of the contract. Contractor's commercial

general liability insurance policy must name the SBLE as an additional insured and be primary insurance with respect to the SBLE.

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

Bodily injury to any one person $ 1,000,000
Bodily injury aggregate per occurrence $ 1,000,000
Property damage in any one accident $ 500,000
Property damages aggregate per occurrence $ 1,000,000

2. *Workers' Compensation*

All bidders must provide proof that they have in place workers compensation coverage as required under New York State Law. If the bidder is exempt from such coverage, proof of exemption must be provided.

3. *Disability Benefit Insurance*

All bidders must provide proof that they have in place disability benefit insurance coverage as required under New York State Law. If the bidder is exempt from such coverage, proof of exemption must be provided.

F. References

All bidders must include with their response the names of at least three (3) clients, private or governmental entities (including contact persons and phone numbers) for whom equipment rental and delivery services have been provided **within the prior five (5)-year period.**

## II. Packaging, Identifying and Delivering of Bids/Proposals

Bidders shall complete and submit all items identified on the Documents Enclosure Checklist (as well as a signed copy of the Documents Enclosure Checklist itself). Bidders must submit the original and one copy by the bid opening date and time. Failure to provide all original documents or the failure to provide the requested number of copies may result in disqualification of a bidder's response. Bidders may **not** submit their bid responses online. Bids/Proposals must be **clearly addressed and submitted** to:

Cara Brousseau
NYS Board of Law Examiners
Corporate Plaza – Building 3
254 Washington Avenue Ext
Albany, NY 12203

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

"Deliver immediately to Cara Brousseau"
"Sealed bid - Do not open"
"SBLE-261 due May 18, 2009 at noon"

Failure to seal and mark the bid as prescribed may result in non-delivery and/or rejection of the bid. Please note that bids must be received by the above-named SBLE-designated person by May 18, 2009 at noon or the bid will be declared a "late bid" and may be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

## III. No-Bids

Bidders who have requested these specifications and who do not submit a bid should return the Bid Response Form only checking "No" in response to the question "Bid enclosed?" The envelope shall be clearly marked as follows:

"Deliver immediately to Cara Brousseau"
"Sealed bid – Do not open"
"SBLE-261 due May 18, 2009 at noon"

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

All bids shall remain binding on bidders until such time as the SBLE 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.

## V. Estimated Quantities

All quantities stated herein are estimated based upon past and current activity. No guarantees of any specific amounts are implied and none will be given. Per unit prices listed on the Bid Sheet must apply to the estimated quantity and for any quantity 25% higher or 25% lower than the estimated quantity. The contract will be for the actual quantity needed as determined by the SBLE.

## VI. Rejected and Unacceptable Bids/Proposals

The SBLE reserves the right to reject any and all bids submitted in response to this solicitation. In addition, the SBLE may reject any bids from any bidders who are in arrears to the State of New York upon any debt or contract; or who have previously defaulted on any contractual obligations, (as 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; or who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts. The SBLE also reserves the right to reject any bidder whose facilities and/or resources in the opinion of SBLE are either inadequate, too remote from the SBLE examination locations to render services in a timely manner in accordance with all requirements of this solicitation, who do not provide references for comparable work, whose references report significant failure to comply with specifications, and/or who otherwise in the opinion of the SBLE are unable to meet specifications.

## VII. Questions

Any and all questions bidder may have in connection with this solicitation are to be directed to Cara Brousseau. The deadline to submit questions is May 11, 2009 at 4:00 pm. No questions will be entertained

after this deadline. Questions will receive a written response and will be provided to all bidders requesting this RFB.

IMPORTANT: All questions regarding this solicitation must be 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 SBLE 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.

**VIII. Compliance with laws:**

The awarded contractor shall be compliant with all applicable federal, state and local laws, rules and regulations prior to and during the provision of all services under the contract resulting from this RFB.

**IX. 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.

**X. Silence of specifications:**

The apparent silence of the specifications contained as a 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.

**XI. 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, SBLE 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, SBLE 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, SBLE 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.

**XII. Subcontracting:**

The awarded contractor shall not subcontract any portion of their work without the knowledge and prior written approval of the SBLE. Subcontracting of any services described herein shall be subject to the following:

1. Bidder must identify each proposed subcontractor, type of service(s) to be performed, length and nature of bidder's relationship with proposed subcontractor and must provide any and all additional information regarding the proposed subcontractor as the SBLE considers reasonable and necessary.

2. All proposed subcontractors must be identified in bidder's proposal and any additions and/or changes shall be subject to the approval of SBLE prior to engagement by contractor and any such approved subcontractor shall be held to the same performance standards as awarded contractor.

3. The SBLE will communicate only with awarded contractor and the awarded contractor shall remain wholly liable for the performance of any such subcontractor, it's employees, agents, consultants or representatives. The names must be submitted in ample time to permit acceptance or rejection of each proposed subcontractor by SBLE without causing delay in the services required by this contract.

# Detailed Specifications

## I. Purpose and Scope

The New York State Board of Law Examiners is soliciting sealed bids for the provision of tables, chairs and miscellaneous equipment for the New York State bar examination which will be held on July 28 – 29, 2009.

## II. Term of Award

The awarded contract will be for the July 2009 bar examination commencing on or about July 25, 2009 to July 30, 2009. The SBLE reserves the right to renew the contract for an additional two (2) one-year periods upon the same terms and conditions and to extend the contract for a maximum of one hundred and eighty (180) days after either the initial term or either renewal term, upon written notification to the contractor prior to the contract termination date or renewal period thereof. The initial contract and any renewal(s) or extension shall be subject to the approval of the New York State Comptroller.

## III. Price Adjustment

**All pricing shall remain firm throughout the initial term of the contracts**. Price adjustments applicable to the renewal period(s), if any, will be considered upon presentation of reasonable, necessary and documented cost increases for supplies, materials and equipment factors beyond the contractor's control. Contractor must present any request for increases to the SBLE no later than sixty (60) days after the expiration of the initial contract term or sixty (60) days prior to the expiration of any renewal term. No price adjustments will be allowed for any extension period.

## IV. Pricing

All pricing submitted pursuant to this Request for Bid, shall be net and include all costs for the performance of the services described herein. Pricing shall be submitted only on the Bid Sheet, and in the format prescribed. Bidder must enter a price or "No Charge" ("N/C") for any and each item for which a bidder does not intend to assess any costs. The submission of an inaccurate or incomplete Bid Sheet may result in rejection of the bid. Bidders are cautioned to be thorough and accurate in all calculations. The unit price shall prevail with respect to any discrepancies. The SBLE reserves the right to negotiate pricing it deems unreasonable for items not calculated in the totals.

## V. Method of Award

Award shall be made to the **lowest 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 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.

## VI. Contractor Personnel (Contact)

The awarded contractor shall designate a staff member to act as the key contact for the SBLE for the term of the contract and shall provide the UCS with this designated person's name, phone and fax numbers, as well as an email address.

## VII. Contractor Invoicing

Within 30 days of delivery of the required equipment, the contractor shall prepare an invoice which accurately reflects all equipment delivered. Invoicing/billing shall be in a format agreed upon between the SBLE and the contractor, but in no instance shall it be contrary to any federal, state and/or local government regulations. Payments to the awarded contractor will be processed in a timely manner upon receipt of invoice.

## VIII. Equipment

The awarded contractor shall deliver the required equipment to the locations detailed below. All delivery arrangements/terms shall be agreed to by the contractor and the SBLE in conjunction with representatives of the specified locations. Equipment will be set up at the specified locations by employees of the locations and/or SBLE. Labor charges, if any, detailed by the bidder on the Bid Sheet shall relate only to the loading of trucks at the contractor's warehouse.

All equipment offered by the contractor through this contract shall be in compliance with the following minimum specifications:

Tables - Smooth top, laminate or equivalent, suitable for writing, and widths of 18", 20", 24", or 30;"
Chairs - folding chairs.

<u>Manhattan</u>
*Location: Jacob Javits Convention Center*

| | |
|---|---|
| 3,400 | 6 foot tables |
| 7,200 | folding chairs |
| 331 | card tables |
| 80 | easels |
| 80 | 8 foot tables |
| 68 | 10 foot sections of rope |
| 72 | stanchions for rope |

<u>White Plains</u>
*Location: Pace Law School*

| | |
|---|---|
| 50 | 6 foot tables |
| 100 | folding chairs |
| 7 | card tables |
| 10 | easels |

Delivery/labor/trucking charge, if any, for equipment rental should be clearly stated on bid sheet.

# BID SHEET

Manhattan

| | | | | | |
|---|---|---|---|---|---|
| 3,400 | 6 foot tables | Price per table: | _____ | Total Cost: | _____ |
| 7,200 | folding chairs | Price per chair: | _____ | Total Cost: | _____ |
| 331 | card tables | Price per table: | _____ | Total Cost: | _____ |
| 80 | easels | Price per easel: | _____ | Total Cost: | _____ |
| 80 | 8 foot tables | Price per table: | _____ | Total Cost: | _____ |
| 68 | 10 foot sections of rope | Price per foot/section: | _____ | Total Cost: | _____ |
| 72 | stanchions for rope | Price per stanchion: | _____ | Total Cost: | _____ |
| Delivery charge | | | | | _____ |
| Labor charge | | | | | _____ |
| Trucking charge | | | | | _____ |
| | | | | *Subtotal*: | _____ |

White Plains

| | | | | | |
|---|---|---|---|---|---|
| 50 | 6 foot tables | Price per table: | _____ | Total Cost: | _____ |
| 100 | folding chairs | Price per chair: | _____ | Total Cost: | _____ |
| 7 | card tables | Price per table: | _____ | Total Cost: | _____ |
| 10 | easels | Price per easel: | _____ | Total Cost: | _____ |
| Delivery charge | | | | | _____ |
| Labor charge | | | | | _____ |
| Trucking charge | | | | | _____ |
| | | | | *Subtotal*: | _____ |

**GRAND TOTAL:** _____

Bidder's Name: _____

Authorized Officer's Name and Title:

_____

_____

Signature: _____ Date: _____