

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

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

**NYS OFFICE OF COURT ADMINISTRATION
 CONTRACT & PROCUREMENT ADMINISTRATION
 42 KARNER ROAD
 ALBANY, NY 12205**
 (Agency Name and Address)

Direct Inquiries to: **BETTY FALTERMEIER**
 Telephone No.: **(518) 869-4732**

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

Per RFP Specifications

Bid Number: OCA/CPA- 306	Commodity Group:
Opening Date: 01/05/05 Time: 11:00 AM	Commodity Name: CHILDREN'S CENTERS

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

<p>Agency's Specification of item(s) Required (include quantities)</p> <p>UCS ATTACHMENT I ATTACHED & INCORPORATED HEREIN.</p> <p>EST. QTY. TERM CONTRACT FOR CHILDREN'S CENTERS IN MONROE AND OTSEGO COUNTY FAMILY COURTS</p>	<p>Bidder's Quotation and Specific Description of Item Offered</p>
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NOTICE TO BIDDERS

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed bids for furnishing the item(s) in this Request for Bid will be received at the above address. When submitting a bid, you must:

1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your bid deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.

5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS WILL BE REJECTED.**

BIDDER HEREBY CERTIFIES THAT THE ABOVE QUOTED (OR OTHERWISE NOTED) PRICES ARE APPLICABLE TO ALL CUSTOMERS FOR COMPARABLE QUANTITIES, QUALITY, STYLES OR SERVICES.

BIDS MUST BE SIGNED

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

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

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

OGS SPECIFICATIONS:

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

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

AGREEMENT TO CONTRACT:

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

PREFERRED SOURCE NOTIFICATION:

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

GRIEVANCE / INQUIRY POLICY:

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

ORDERS:

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

APPENDIX A:

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

NON-COLLUSIVE BIDDING CERTIFICATE:

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

ACKNOWLEDGMENT:

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

PAYMENTS OF INTEREST:

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

REFERENCES:

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

ADDITIONAL INFORMATION:

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

BID VALIDATION PERIOD:

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

RECYCLED PRODUCTS:

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

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

UCS PRINTING POLICY:

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

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

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

RECYCLED PAPER:

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

OVER-RUNS:

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

ATTACHMENT I

STATE OF NEW YORK
UNIFIED COURT SYSTEM

NON-COLLUSIVE BIDDING CERTIFICATE

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

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

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

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

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

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

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

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

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

Address: _____
Street City County State Zip Code

Telephone #: _____

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

Official Title: _____

ATTACHMENT I

ACKNOWLEDGMENT OF INDIVIDUAL

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

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

NOTARY PUBLIC

ACKNOWLEDGMENT OF CORPORATION

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

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

NOTARY PUBLIC

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF WORK
(PRINTING)

RFB # _____

BID OPENING: _____

ITEM: _____

RECYCLED PAPER:

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

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

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

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

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

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

ATTACHMENT I

**NEW YORK STATE
UNIFIED COURT SYSTEM**

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

RFB # _____

BID OPENING: _____

ITEM: _____

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

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

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

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

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

NAME OF COMPANY

AUTHORIZED SIGNATURE

DATE

NAME IN PRINT

TITLE

(UCS - Rev.07/01/03)

ATTACHMENT I

**NEW YORK STATE
UNIFIED COURT SYSTEM**

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

RFB # _____

BID OPENING: _____

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

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

**SECONDARY MATERIAL CHECK IF
NYS WASTE STREAM APPROVED**

PERCENTAGE	CHECK IF 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: _____

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

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

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

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139- h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 UCS APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including , without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL SPECIFICATIONS

Note: In addition to such other terms, conditions and provisions presented herein, the NYS Unified Court System Standard Request For Bid Clauses & Forms - Attachment I is attached and incorporated herein.

Background:

This Request For Proposals ("RFP") has been developed in collaboration with the Permanent Judicial Commission on Justice for Children ("the Commission"). The Commission was established in 1988 to address the problems of children whose lives and life-chances are shaped by the New York State court system. Since 1991, the Commission has focused its attention on poor young children aged 0-5 and targeted three areas for reform: improving access to early intervention services; providing services to children spending time waiting in New York State's courts; and assessing and improving state court proceedings relating to foster care, termination of parental rights and adoption.

To address the needs of children spending time waiting in New York State's courts, the Commission initiated the Children's Center project. The Children's Centers promote more efficient court operations. They also achieve two important objectives for children and their families: they assure that care givers can fully participate in court proceedings, and that the time children spend in court is safe and productive.

The Children's Centers provide a separate, safe and supervised environment for children who must be in court in connection with matters involving them or their care givers.¹ They also provide an opportunity to link some of the state's neediest children and families to vital services and programs they are entitled to but not receiving.

The Children's Centers operate year-round when the court is open. Children's Center staff is trained in childcare and early childhood development. Staff provides age-appropriate activities and toys; books and materials so that the time children spend in court can be used to promote their social, educational and recreational development.

The Children's Centers provide an opportunity to connect children and families to essential services and programs such as WIC, the food stamp program, head start, the local child care resource and referral agency, local child care programs, the early intervention program and supplemental security insurance (SSI).

Purpose & scope:

This RFP is seeking proposals for the ongoing operation of the existing Children's Centers in Monroe and Otsego County Family Courts (see Attachment III)

The Children's Center program consists of two parts:

Providing quality drop-in child care for children whose care givers are required to be on the premises of court in matters involving them or their children, and

Connecting children and families to educational, social and health services.

It is the intent of this solicitation to award contracts for Children's Centers listed on Attachment IV). On behalf of the Commission, The New York State Office of Court Administration - Contract & Procurement Administration Unit (C&PA) is soliciting sealed proposals for the purpose of establishing one or more contracts providing for the services specified herein.

¹Care giver is defined as a parent, guardian or other person responsible for the care of a child.

Deadline for proposals:

All proposals must be received on or before 11:00 AM, 01/05/05 to receive consideration.

Contract term:

The term of any awarded contract shall be for a period of one (1) year commencing **April 01, 2005 - March 31, 2006**.

Contract extension:

UCS reserves the right to extend the contract(s) for a period not to exceed **twelve (12) months** subject to the approval of the NYS Comptroller's Office.

Paperwork:

Complete the paperwork on the forms provided with this solicitation unless otherwise specified herein. **Do not retype or amend any portion of this solicitation.** Failure to comply may result in disqualification of bidder's response.

Copies:

In addition to one complete, original ink-signature proposals with all required appendices, bidders **must** include **ten (10) complete copies** of same. **FAILURE TO DO SO MAY RESULT IN REJECTION OF PROPOSAL**

Please Note: Original may be bound or contained in a three ring binder, however all copies of the proposal should not be submitted in a three-ring binder, or in any other bound fashion. Please submit the copies bound only by rubber bands, staples, clips or similar devices.

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.

Submission of Proposal Paperwork:

Responses must be in **English**.

Please read "Bid Instructions - General Requirements" on the Bid Instruction page of the Procurement & Contract Opportunities site carefully.

Proposals must be submitted on bidder's letterhead and be clearly marked, "**RFP# OCA/CPA-306**" in the top left or right of the first page. **Original signature proposals and all required copies must be contained in a sealed envelope or carton and the statement clearly marked on the exterior, left side, front and back "SEALED PROPOSAL DELIVER IMMEDIATELY - DO NOT OPEN. RFP#OCA/CPA-306 DUE DATE 11:00 AM 01/05/05"**. The following documents must also be completed, executed with original signature in blue ink and attached:

- Attachment I - RFP Cover Sheet, Pages 3 of 10** (Non-Collusive Bidding Certification) and **4 of 10** (Acknowledgment Form).
Note: the completed referenced documents should be submitted with the proposal as **Attachment I.** (Attached)
- Appendix B** Children’s Centers Cover sheet with original, blue ink signature of authorized representative. (Attached)
- Appendix C** Completed budget worksheets and summary budget forms. (Attached)
- Appendix D** Needs assessment for Monroe Family Court and Otsego County Family Court Childrens Centers (Attached)
- Appendix E** Audited financial report, organizational chart, charity registration number (not-for-profit bidders), listing of Board of Directors, Certificate of incorporation, staff job descriptions and resumes.
- Appendix F** Names, positions and organizational affiliations of advisory committee members.
- Appendix G** List of three (3) references including names and phone numbers of person having direct knowledge of bidder’s performance.

Inquiries:

Prospective bidders are to direct any inquiries regarding this solicitation **in writing and only to the attention of:**

Betty Faltermeier
Court Analyst
Office of Court Administration
42 Karner Road
Albany, NY 12205

Fax: (518) 869-4735

E-mail: bfalterm@courts.state.ny.us

DETAILED SPECIFICATIONS

Funding:

UCS is particularly interested in proposals which creatively use funding provided under this RFP to leverage community resources to the maximum extent feasible so that services provided to children and families in the Children's Centers are enhanced.

Funding is available for start-up and operating costs. To be considered for operating funds, bidders must submit a program narrative and budget in accordance with the requirements set forth in this RFP.

Eligibility of bidders:

UCS will consider proposals submitted by public organizations, for-profit corporations and not-for-profit organizations. Sub-contracting is not permitted.

Award selection criteria:

A. UCS intends the award of a single contract for Children's Centers in Monroe and Otsego Counties.

Note: Bidders may submit proposals for a single center or multiple centers. Each award shall be made in consultation with the Commission's Selection Committee.

B. **Proposals will be evaluated on the following criteria:**

Organizational ability and experience. **Point Value 15%.**

Appropriateness and quality of program, including extent of innovation in services delivery for both childcare and services components of the program. **Point Value 50%.**

Appropriateness and quality of staffing plan and procedures. **Point Value 15%.**

Reasonableness of cost. **Point Value 20%.**

Proposals:

See page 3 for required attachments.

Program Narrative

Maximum fifteen (15) page, single-sided, double-spaced program narrative including the appendices listed on page 3. The program narrative must also include a separate response to each section specified below and should identify each response by the corresponding heading in the RFP.

The following three (3) attachments are provided for informational purposes:

Attachment II Minimum Requirements (proposals must meet these program standards)

Attachment III List of Children's Centers that are the subject of this RFP

1. Organizational Information

Include in this section the philosophy, experience and qualifications of the organization. Describe the organization's experience in operating childcare programs. Include experience that speaks to the organization's ability to conduct the ongoing operation of the children's center program in the respective counties. Also describe your experience and success in fund raising. Provide an organizational chart, certificate of incorporation, charity registration number (if applicable) and list of board of directors. New proposers (providers) must also include a transition plan on how they will assume operations on April 01, 2005 without interruption of services.

2. Program Description

All programs must comply with the Minimum Requirements set forth in Attachment II.

A. Childcare component:

Describe the childcare services to be implemented. Also, include a detailed outreach plan with a schedule of planned events to maximize usage of the Children's Center.

B. Services connection component:

Describe how the services connections portion of the program will be implemented. Include a list of services and entitlement programs for which up-to-date information will be displayed in the center and how families will be referred and how eligible children will be enrolled.

3. Staffing

Provide a staffing plan for the children's center. Include provisions for paid employees and volunteers and a detailed plan describing the daily and ongoing supervision of the center. Also, discuss the personnel procedures to be instituted to meet the minimum staffing requirements and plans for existing staff and volunteers. Provide the resumes of staff, if available, otherwise provide detailed job descriptions. Provide details on plans to recruit, train and retain volunteers.

4. Facility (for Monroe and Otsego County Family Courts)

Describe the location of the children's center, the basis for selecting the site, its relation to the court(s) to be served and its accessibility to the public. Also, provide a sketch location plan indicating the shape and size of the room and its access points and identify the areas immediately surrounding the children's center. Describe the interior layout of the children's center, if available. Indicate the location of toilet facilities and changing tables to be used for children in the children's center and, if outside the facility describe their relation to the children's center. If the center is planned for space that has been renovated, describe the renovation and the date when it was completed.

5. References

In this section, list three (3) references for the organization, which should include references in which the agency provided child care. The list should state each reference's name, address, telephone number, and a description of the work performed for the reference organization and the name of a contact person.

Budget:

1. The budget should cover the contract period April 01, 2005 - March 31, 2006. Funding requests must be submitted on the worksheets and budget summary forms in Appendix C. The budget requests must include a brief narrative.

2. A 40% overall match of the total budget is required. All categories **do not** require a match. Where a match is being provided however, indicate such match in the appropriate line item on the attached budget forms. The match may be in the form of in-kind services, cash donations, and local funding or other grants. Indicate the source of these funds in Appendix C.

Awarded contracts:

This request for proposal (RFP), bidder's proposal and required appendices shall serve as the basis of a contract with the UCS. Such proposed agreements are subject to the review and approval of the offices of the New York State Attorney General and Comptroller.

Compliance with laws:

Contractors shall be compliant with all applicable federal, state and local laws, rules and regulations including, but not limited to the Americans with Disabilities Act.

Insurance requirements:

Bidders must submit proof of the following comprehensive & general liability insurance coverage (a certificate of coverage is acceptable):

- A. Minimum \$1,000,000 for bodily injury and property damage per occurrence and \$2,000,000 in the aggregate.
- B. \$1,000,000 per occurrence of professional liability insurance for all staff involved with delivery of any and all services in the Children's Centers.

Such insurance shall be maintained and kept current throughout the contract period, or any extension thereof.

Data collection:

Contractors shall be responsible for implementing and maintaining a data collection system for the Children's Centers pursuant to UCS instructions (details specified at time of awards). Such information shall be made available to UCS and the Commission, or designees, on a regular basis in a reporting format required by UCS.

NOTE: Any and all data developed by the contractor, or any person or entity acting on contractor's behalf, remains the sole property of the UCS. Individual information about children and families is confidential. Accordingly, contractor may not make any use of such information and data without the express written authorization of the UCS or Commission.