

STATE OF NEW YORK

JUDICIARY

REQUEST FOR PROPOSALS

(This is not an order)

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

NYS OFFICE OF COURT ADMINISTRATION Division of Grants, Contracts and Procurement 2500 Pond View, Suite 104 Castleton-on-Hudson, NY 12033
Direct Inquiries to: Alina Zielinski E-mail: AZielins@nycourts.gov

Price to include delivery to (describe exact location and method of delivery) All prices to be net and inclusive of all services specified herein unless otherwise specified.

RFP Number: OCA-DGCP-069

Commodity Group: Fourth Appellate Department

Commodity Name: Robotic Book Scanning System

Issue Date: Tuesday, 5/26/2026

Due Date: Tuesday, 6/30/2026

Time: 2:00pm Eastern

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (APRIL 2016) ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)

UCS ATTACHMENT I, III, and IV ATTACHED & INCORPORATED HEREIN.

Bidder's Quotation and Specific Description of Item Offered

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 Proposals 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 or hand-deliver the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS MAY 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:	
		NYS Vendor ID Number:	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number E-mail:	

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BID CONTENTS

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Attachments*

- Attachment I: Standard Request for Bid Clauses & Forms
- Attachment III: Vendor Responsibility Questionnaire
- Attachment IV: Procurement Lobbying forms

*Attachments are available for download from the Unified Court System’s Current Solicitation webpage:
<https://www.nycourts.gov/grants-contracts-procurement/current-solicitations>

Exhibits:

- Exhibit A: Pricing Sheet
- Exhibit B: Scope of Work
- Exhibit C: Vendor Assurance and Conflict-of-Interest Disclosure
- Exhibit D: Bidder Certification to Meeting Minimum Qualifications and Mandatory Requirements
- Exhibit E: References
- Exhibit F: Appendix B: Terms and Conditions Applicable to Materials Produced Under the Agreement

BIDDER'S RESPONSE DOCUMENT ENCLOSURE CHECKLIST

The following forms must be fully executed and included in Bidder's proposal. *Failure to do so may disqualify Bidder's response.* Please supply the below documents in the order presented in this Document Enclosure Checklist.

- Exhibit A – Pricing Sheet
- Signed Document Enclosure Checklist
- UCS Request for Bid/Proposal Form (UCS RFB.001.Cover.(Rev.4.22)) and complete bid response with original signature
- Exhibit C – Vendor Assurance and Conflict-of-Interest Disclosure Template
- Resolution or equivalent authorization of the bidder organization (see Exhibit C – Vendor Assurance and Conflict-of-Interest Disclosure Template)
- Exhibit D – Bidder Certification to Meeting Minimum Qualifications and Mandatory Requirements
- Exhibit E – At least three (3) references currently or previously operating the proposed model in high-volume environments
- Attachment I - Standard Request for Bid Clauses & Forms
 - p.3 - Non-Collusive Bidding Certificate
 - p.4 – Acknowledgment of Individual or Corporation
- Attachment II - Not Applicable
- Attachment III - Vendor Responsibility Questionnaire
 - Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening due date, or
 - Paper questionnaire
- Attachment IV - Procurement Lobbying forms
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)
- Certificates of NYS Workers' Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption.
Please see paragraph "Insurance Requirements" in Article XI (Contract Terms and Requirements) for a list of accepted forms.
- One of the following: (i) copies of Bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications; or (ii) correspondence affirming that Bidder will supply such certificate(s) or proof upon notification of award and no later than five (5) business days prior to commencement of the contract resulting from this RFP
- Proprietary information in separate folder from bid response, if applicable

In addition, bidder shall provide:

- Responses to the Narrative Description provisions set forth in Article VI, Bid Response Documents
- Documentation that the proposed model is capable of scanning up to 2,890 pages per hour under production conditions (see Article IV, Minimum Qualifications and Mandatory Requirements)

- Documentation such as a spec sheet confirming the mandatory requirements (see Article IV, Minimum Qualifications and Mandatory Requirements)

IMPORTANT:

1. 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.
2. Exhibit A/Pricing Sheet and the other forms listed above must all have the SAME COMPANY NAME AND TAX ID NUMBER in order for a purchase order or contract to be approved by the NYS Comptroller.
3. **Do not alter this solicitation in any manner. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFP or to any exhibits or appendices to this RFP, including Exhibit A / Pricing Sheet, may result in the rejection of the bid as non-responsive.**
4. Please note that the terms and conditions of this RFP will form the basis of the contract with the Awarded Contractor (defined below).

5. Bidder Contact Information

Bidder’s Primary Contact for Bid Matters:

Name:
Street:
City: State: Zip:
Telephone Number: Email:

6. Verification:

Authorized representative of Bidder must complete and sign below to verify submission of all documents required per the Document Enclosure Checklist:
COMPANY NAME:
AUTHORIZED OFFICER’S NAME AND TITLE:
SIGNATURE: DATE:

I. BACKGROUND INFORMATION

The mission of the New York State Unified Court System (“UCS”) is to deliver equal justice under the law and to achieve the just, fair and timely resolution of all matters that come before our courts. In the service of our mission, the UCS is committed to operating with integrity and transparency, and to ensuring that all who enter or serve in our courts are treated with respect, dignity, and professionalism. We affirm our responsibility to promote a court system free from any and all forms of bias and discrimination and to promote a judiciary and workforce that reflect the rich diversity of New York State. More information about the UCS is available at <https://www.nycourts.gov>.

II. PROJECT INFORMATION

The OCA’s Division of Grants, Contracts and Procurement (“DGCP”) is soliciting sealed proposals via this Request for Proposals (“RFP”) on behalf of the Appellate Division, Fourth Judicial Department (“AD4”) for the purpose of seeking a qualified vendor to provide the purchase, delivery, installation, and commissioning of one (1) high-speed, robotic, non-destructive book scanning system.

The system will support modernization of the Law Library and digitization of bound appellate court records and other legal materials that are regularly requested by law firms, government agencies, researchers, and members of the public. The Appellate Division Law Library will digitize bound appellate court records and other legal materials that may be fragile, aging, or irreplaceable. Preservation of original materials is of critical importance.

**** See EXHIBIT B BELOW, SCOPE OF WORK, for detailed specifications ****

Key Bid Dates (Note: UCS reserves the right to modify any Key Bid Date as it may deem appropriate.)

EVENT	DATE
Bid Issue Date	Tuesday, May 26, 2026
Question Due Date	Tuesday, June 16, 2026 2:00pm Eastern
Bid Submission Deadline Date	Tuesday, June 30, 2026 at 2:00pm Eastern
Estimated Contract Start Date	September 1, 2026

Note: Throughout this RFP, the terms *bidder*, *proposer*, *vendor*, and *applicant* are used interchangeably, as are *RFP*, *bid* and *solicitation*.

III. AWARD

A. Term of Award

A single estimated quantity term contract (“Contract”) will be awarded to the successful bidder (“Awarded Contractor”). Contracts will be for an Initial Term nine (9) months (“Initial Term”). The Contract is expected to commence on or about September 1, 2026, and terminate on or about March 31, 2027 (“Contract Term”). The purchase must be made and completed in the current fiscal year.

OCA reserves the right to renew such Contract for two (2) additional one (1) year periods (each, a “Renewal Term”) upon the same terms and conditions excluding pricing.

The Contract, renewals and extension thereof are subject to the approval of the NYS Attorney General and the NYS Comptroller.

B. Method of Award

A single award will be made pursuant to this RFP. The selected awardee must

- Meet the minimum qualifications and mandatory requirements outlined in Article IV below and certified to UCS;
- Be a Responsible Bidder as determined in accordance with the criteria in Article X (General Bid Requirements); and
- Receive the highest average composite (technical + cost) score in excess of the minimum score as determined by the selection criteria and scoring methodology set forth herein.

Proposals will be reviewed and rated by an evaluation committee made up of qualified UCS staff.

Total Technical Criteria Point Scores for each reviewer will be averaged and then combined with Total Cost Point Scores to determine a Composite Score for each proposal. The Composite Scores will be used for ranking bidders.

In the event of a tie composite score, the applicant with the higher cost score, i.e., lowest total cost, will prevail. When price and other factors are found to be substantially equivalent, UCS will select the winning bidder in its sole discretion.

Proposals will be scored as follows:

Technical Criteria	Maximum Points
Organizational Capacity and Experience	15
Technical Proficiency and Performance	35
Preservation and Material Protection	25
Service, Support and Implementation	25
Total Technical Criteria Points Available	100
Cost	25
Total Cost Points Available	25
TOTAL COMPOSITE POINTS AVAILABLE	125

1. Scoring for Technical Criteria (maximum of 100 points available)

Each bidder’s Total Technical Criteria Score will be determined by taking the average of each reviewer’s total technical score for that proposal.

*For Example: Bidder A's proposal receives the following individual technical criteria scores by evaluator: Evaluator 1 gives 55 points. Evaluator 2 gives 52 points. Evaluator 3 gives 58 points. **Bidder A's Technical Criteria Score is 55 points (the sum of 55 + 52 + 58 divided by 3).***

A bidder must achieve a Technical Criteria point score of at least 70 (average of all evaluators) to be eligible for award.

2. Scoring for Cost (maximum of 25 points available)

Cost submissions will be scored as follows:

The proposal with the lowest cost will be awarded maximum cost points (25 points). Lowest dollar cost proposal is defined as the lowest combined annual cost for individual and family plans as indicated by bidders in the Exhibit A/Pricing Sheet. Each higher priced proposal will be scored according to the following formula:

Lowest cost proposal (divided by) Higher cost proposal (multiplied by) 25

For Example: Bidder A's combined annual cost is \$100,000. Bidder B's is \$125,000. Bidder C's is \$95,000. Bidder D's is \$200,000.

Bidder C would be scored 25 points for having the Lowest Total Cost Proposal.

Bidder A would be scored 23.75 points (\$95,000 / \$ 100,000 * 25)

*Bidder B would be scored 19.00 points (\$95,000 / \$ 125,000 * 25)*

*Bidder D would be scored 11.875 points (\$95,000 / \$200,000 * 25)*

3. Total Composite Score (maximum of 125 points available)

Each bidder's composite score (Method of Award) will be calculated the following way:

Cost Score + Technical Criteria Score = Total Composite Score

*For example (see **bold** in score examples above): Bidder A's Total Composite Score is **23.75 (Cost)** plus **55 (Technical Criteria)** equals **78.75**.*

4. Bid Protest Procedure

The bid protest procedures for this RFP may be found in Attachment I.

IV. MINIMUM QUALIFICATIONS AND MANDATORY REQUIREMENTS

A. Minimum Qualifications

Bidders must meet all minimum qualifications to be considered responsive. Failure to meet any qualification may result in disqualification.

1. Experience

- Minimum five (5) years' experience manufacturing or distributing robotic, non-destructive book scanning systems.
- At least three (3) installations of comparable high-volume robotic book scanners within the past five (5) years.
- At least three (3) installations in courts, law libraries, academic libraries, archives, or government institutions.

2. Regional Service Capability

- Bidder must provide on-site service support for Rochester, New York.
- Bidder must identify service personnel or authorized service providers capable of responding to service requests within three (3) business days.
- Replacement parts must be available for a minimum of seven (7) years following installation.

3. Financial Responsibility

- Bidder must demonstrate financial capacity to fulfill warranty and long-term service obligations.

B. Mandatory Requirements

1. Performance

- Capable of scanning up to 2,890 pages per hour under production conditions.

2. Core Functionality

- Robotic or automated page-turning system.
- High-volume, non-destructive digitization of bound materials.
- No disbinding, cutting, or alteration of original volumes required.

3. Imaging System

- Dual high-resolution digital cameras (minimum 25 megapixels per camera).
- True optical resolution of at least 300 ppi.
- Optical-grade lenses designed for archival reproduction.
- Simultaneous dual-page capture capability.
- Capture modes must include:
 - 24-bit color
 - 8-bit grayscale
 - 1-bit bitonal

4. Book Handling and Preservation

- Adjustable V-shaped book cradle.
- Book spine support mechanism.

- Glass platen (hardened safety glass or equivalent) to assist in page flattening without damaging bindings.
- Page-turning mechanism suitable for aging and archival paper.
- LED lighting system designed for archival or museum-grade materials.

5. Software and Workflow – System must include production-level software capable of:

- Batch scanning
- Workflow management
- Image processing and enhancement
- De-skewing, cropping, and de-warping
- Quality control review
- Metadata capture
- Export to network storage locations

6. File Formats – System must support export to:

The system must support export to standard archival and access file formats, including TIFF (uncompressed), JPEG, PDF, and PDF/A, either natively or through image-processing software (e.g., LIMB Image Processing).

7. Optical Character Recognition (“OCR”) Capability

Integrated OCR capability which is sufficient to produce searchable text files and searchable PDFs.

8. Included Equipment

- Scanner unit
- All cameras and lenses
- Controller unit
- Manufacturer-approved workstation
- Monitor and mounting hardware
- All required cables, connectors, and power cords
- All necessary software licenses for operation

V. PRICING

All pricing submitted pursuant to the solicitation shall be net f.o.b. destination unless otherwise expressly specified herein.

Other than the pricing submitted on Exhibit A - Pricing Sheet, there shall be no other charge, cost, reimbursement, or expense of any kind payable by UCS in connection with or arising from Awarded Contractor’s performance of the services set forth herein. Awarded Contractor shall be solely responsible for all costs and expenses incurred in connection with the performance of such services.

Pricing shall be submitted only on, and in the format prescribed by, Exhibit A- Pricing Sheet. Bidder must provide pricing as requested in Exhibit A/Pricing Sheet.

Pricing will remain unchanged during the Initial Term.

A. Price Adjustments

Pricing shall be subject to increase as of the commencement date of each Renewal Term by the percentage equal to the lesser of: (i) the increase (or decrease) in the US City Average Index for all

urban consumers for the category of all items before seasonal adjustments (“CPI”) as of three (3) months prior to the commencement date of each such Renewal Term, over the CPI monthly index from the prior year, or (ii) five percent (5%). Pricing shall thereafter remain unchanged for the balance of each such term, and shall further remain unchanged during an Extension Term.

B. Payment

Awarded Contractor shall send true and accurate invoices (see Exhibit B - Scope of Work).

Payment shall be made quarterly in arrears and shall be made upon submission by Awarded Contractor and approval by UCS of invoices satisfactory to UCS and OSC.

Payment for goods delivered and services performed under the awarded contract shall be conditioned upon the acceptance and approval of such items and services, such that it is sufficiently complete in accordance with the RFP specification, so that UCS can utilize the goods and services for its intended purpose.

VI. BID RESPONSE DOCUMENTS

General Requirements

All documentation must be submitted on prescribed forms, without alteration. Where no form is included or specified, submissions must be single-spaced with one-inch page margins (not including attachments or financial forms) using a 12-point font. Pages should be numbered. To facilitate photocopying, do not permanently bind documents.

Bidders must submit every document listed in Sections A through F, below, as well as the documents listed in the Document Enclosure Checklist annexed as Exhibit 1 hereto. Failure to provide all documents in the manner required – including the number of requested copies - may result in disqualification of a bid response. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFP or to any exhibits or appendices to this RFP, including Exhibit A / Pricing Sheet, may result in the rejection of the bid as non-responsive.

Required Proposal Documents

A. Exhibit A (Pricing Sheet)

Exhibit A/Pricing Sheet must be completed in full, fully executed, and included in bidder’s proposal. Failure to do so may disqualify bidder’s response.

Information about the bidder’s pricing, including the total projected cost, shall be set forth **EXCLUSIVELY** in Exhibit A. Inclusion of bidder’s pricing or other cost information in any document other than Exhibit A may disqualify bidder’s proposal.

B. Narrative Description: Organizational Capacity and Experience

- Describe the proposer’s experience manufacturing or distributing robotic, non-destructive book scanning systems.
- Describe at least five (5) installations of comparable high-volume robotic book scanners within

the past five (5) years completed by the proposer.

- Describe at least three (3) installations in courts, law libraries, academic libraries, archives, or government institutions completed by the proposer.
- Indicate whether the proposed scanner is assembled in North America.
- Describe the proposer's plan to provide on-site service support for Rochester, New York. Include an organization chart illustrating and identifying the service personnel, or authorized service providers, capable of responding to service requests within three (3) business days.
- Verify that replacement parts will be available for a minimum of seven (7) years following installation.
- Demonstrate the financial capacity and stability to fulfill warranty and long-term service obligations.

C. Narrative Description: Technical Proficiency and Performance

Proposer shall provide a detailed narrative description of the proposed system sufficient to permit full technical evaluation. Marketing materials alone are insufficient; explanatory narrative is required. Diagrams, photographs, and technical specification sheets are encouraged.

- **Robotic Page-Turning and Preservation**

Describe:

- The robotic or automated page-turning mechanism, including page detection and misfeed prevention.
- Typical operator intervention required during production.
- Cradle design, adjustability, and spine support.
- Page-flattening method (e.g., glass platen specifications).
- Maximum cradle opening angle.
- Handling of fragile, aging, or tightly bound appellate records.
- Lighting specifications, confirming no UV or IR emission and no excessive heat.

- **Imaging System and Image Quality**

Provide:

- Camera make/model and megapixels (per camera).
- Lens specifications.
- True optical resolution (ppi).
- Supported capture modes (24-bit color, 8-bit grayscale, 1-bit bitonal).
- Image correction features (e.g., deskew, cropping, dewarping).
- Methods used to maintain image quality during sustained production.

- **OCR Capability**

Describe:

- OCR engine and integration within workflow.
- Typical OCR accuracy rates for printed legal materials.
- Searchable PDF/text output capability.

If OCR licensing limits apply (e.g., monthly page caps), such limits must be clearly disclosed. Pricing for additional capacity must be provided on Exhibit A/Pricing Sheet.

- **Workflow and Software**

Describe:

- Batch scanning and workflow management features.
- Metadata capture capabilities.
- Quality control tools.
- Export formats (TIFF, JPEG, PDF, PDF/A).
- Database architecture (if applicable).
- Network integration capabilities.

- **Production Throughput**

Provide:

- Maximum rated throughput (pages per hour).
- Typical throughput under real-world conditions.
- Assumptions under which maximum throughput is achieved.
- Performance in comparable institutional environments.

- **Physical Capacity and System Specifications**

Clearly identify:

- Maximum supported book dimensions (height × width).
- Maximum supported book thickness.
- Maximum cradle opening angle.
- System footprint and electrical requirements.

- **Included Equipment**

Provide a complete itemization of all equipment included in the base system price, including:

- Scanner unit
- Cameras and lenses
- Controller unit
- Manufacturer-approved workstation (specifications required)
- Monitor(s) and mounting hardware
- Adjustable table/support structure (if applicable)
- All required cables, connectors, and power cords
- All software licenses necessary for full operation

Identify any components or licenses required for full functionality that are not included in the base system price.

D. Narrative Description: Preservation and Material Protection

- **Cradle and Spine Protection**

Describe:

- Cradle design and adjustability.
- Spine support mechanisms.
- Maximum cradle opening angle.
- How the system minimizes stress on bindings during scanning.
- Suitability for tightly bound or brittle volumes.

- **Page Handling and Turning**

Describe:

- Page-turning method and level of mechanical contact with materials.
- Handling of thin, brittle, or aging paper.
- Measures to prevent tearing, double-feeds, or edge damage.
- Typical rate of operator intervention for fragile materials.
- **Page Flattening Method**
Describe:
 - Glass platen or alternative flattening mechanism.
 - Glass specifications (e.g., thickness, coating, pressure characteristics), if applicable.
 - How flattening is achieved without damaging bindings or paper.
- **Lighting and Environmental Protection**
Describe:
 - Lighting type and configuration.
 - Confirmation that lighting system does not emit ultraviolet (UV) or infrared (IR) radiation.
 - Measures taken to prevent heat exposure.
 - Archival or museum-grade standards met.
- **Risk Mitigation and Quality Assurance**
Describe:
 - Procedures to prevent material damage during operation.
 - Operator controls or safeguards.
 - Training provided to staff for handling archival materials.
 - Any prior experience digitizing archival, legal, or historical collections.

E. Narrative Description: Service, Support, and Implementation

Proposer shall provide a detailed description of its service model, support structure, and implementation plan that is sufficient to permit evaluation of operational risk and long-term reliability. A narrative explanation is required. At a minimum, the proposal must address the following:

- **Service and Maintenance Support**
Describe:
 - Location of service personnel supporting Rochester, New York.
 - Guaranteed response times for remote and on-site service.
 - Process for initiating and tracking service requests.
 - Availability and sourcing of replacement parts.
 - Preventive maintenance recommendations and schedule.
 - Software update and upgrade policy.
 - Confirmation of the availability of replacement parts for a minimum of seven (7) years following installation.
- **Warranty Coverage**
Provide a clear description of:
 - Base warranty coverage (minimum one-year comprehensive warranty required); What is included (parts, labor, software, travel, etc.); Any exclusions or limitations.
 - If applicable, describe optional pricing for an additional one (1) year warranty. Must be a minimum of parts-only coverage. Must be identified separately on Exhibit A – Pricing

Sheet; if noted **\$0** or left blank, it will be considered included and no cost; if noted with N/A, it will be considered not available.

- **Delivery and Installation**

Describe:

- Delivery terms (e.g., dock delivery, inside delivery).
- Site preparation requirements.
- Installation process and timeline.
- System calibration procedures.
- Coordination requirements with court personnel.

Proposer must identify all conditions necessary for the system to be fully operational upon installation.

- **Training**

Describe:

- On-site training plan and duration.
- Training format (hands-on, classroom, hybrid).
- Training materials provided.
- Number of staff included in base training.
- Availability and cost of additional training, if applicable.

- **Implementation Timeline**

Provide a proposed timeline for contract award through:

- Delivery
- Installation
- Training
- System acceptance

Identify any dependencies or conditions that could affect the schedule.

F. NYS Bid Forms

Attachment I - Standard Request for Bid Clauses & Forms and Attachment IV- Procurement Lobbying Law required forms

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms, and Attachment IV - Disclosure of Prior Non-Responsibility Determination (UCS 420) and Affirmation of Understanding and Agreement (UCS 421) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under “Addenda” for the appropriate solicitation, are incorporated and made a part of this RFP.

Attachment III - Vendor Responsibility Questionnaire

The NYS Unified Court System (UCS) is required to conduct a review of a prospective vendor to provide reasonable assurances that the vendor is responsible. The required Vendor Responsibility Questionnaire is designed to provide information to assist UCS in assessing a vendor’s responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective

vendor's legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references).

The UCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete a paper questionnaire and submit it with their Proposal.

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system> or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us/Enrollment/login?1>. Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed 'New York State Vendor File Registration' for instructions on obtaining a Vendor Identification Number). For VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFP. Bidders' authorized signature of the RFP form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

Paper Questionnaire: Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

New York State Vendor File Registration

Prior to being awarded a contract pursuant to this RFP, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with New York State agencies and the registration must be initiated by a State agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to vendors for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the Bidder is already registered in the Vendor File, the vendor must enter the vendor's ten-digit Vendor ID on the first page of this RFP.

If the Bidder is not currently registered in the Vendor File, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form (<https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the vendor. Once the process is initiated, vendor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDINGPAGE.GBL?&.

Electronic Payments

All vendors doing business with New York State are required to be registered in the Statewide Financial System (“SFS”) and have an active Supplier ID. Vendors may receive payments via check or electronically (Automated Clearing House, “ACH”). Vendors who wish to receive payments electronically (ePayment) should ensure their banking information is entered and up to date in the Vendor Self-Service Portal. ePayment – New York State’s electronic payment program for vendors, ensures faster and more secure payment processing. If you need assistance in accessing the Vendor Self-Service Portal, please contact the SFS Helpdesk at helpdesk@sfs.ny.gov or 1-877-737-4185.

Proof of Insurance

Bidder must provide together with its Proposal all documentation required pursuant to Article IX, “Insurance Requirements.”

VII. BID SUBMISSION PROCEDURES

Proposals must be received by UCS by the date and time indicated as the Bid Submission Deadline Date. UCS may disqualify proposals received after the Bid Submission Deadline Date for lateness.

a. Submission of Proposals

Applicants must submit their proposals by hand delivery or mail. Only one (1) signed, hard copy original complete proposal is required. **Proposals will not be accepted electronically or by fax.**

Proposals must be clearly addressed and submitted to:

**NYS Unified Court System
Division of Grants, Contracts and Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, New York 12033
ATTN: Alina Zielinski**

All envelopes/cartons must also be labeled on the outside with the following information on two sides, visible to the designated contact upon receipt:

**“Deliver immediately to Alina Zielinski”
“Sealed Application - Do not open”
“RFP # OCA-DGCP-069 Robotic Book Scanning System, AD4, Law Library
– Due June 30, 2026 at 2:00PM Eastern”**

b. Submission Deadline

Applications must arrive at the address above by no later than **Tuesday, June 30, 2026 at 2:00PM Eastern**. Any bid/proposal received after this deadline will be declared a late bid and may be disqualified. Notwithstanding the foregoing, a late bid may be accepted by UCS in its sole discretion if: (i) an insufficient number of timely bids/proposals meeting the requirements of this RFB are received; or (ii) the bidder has satisfactorily demonstrated to UCS that the late bid was caused solely by factors outside the control of the bidder. However, in no event shall UCS be obligated to accept a late bid, and in making such determination, UCS will consider whether accepting a late bid would materially benefit or disadvantage a particular bidder. It is recommended that

bidders allow several extra days for shipping in order to meet the deadline.

c. Amendment of Proposals

Bidders may only amend submitted proposals prior to the Bid Submission Deadline Date. Amended proposals must be submitted in packaging which clearly indicates “Amended Proposal for RFP # OCA-DGCP-069.” Amended proposals must be signed by an individual who is duly authorized to amend the bidder’s original proposal. Amended proposals must be submitted in the same manner as original proposals described herein. Amended proposals received by UCS after the Bid Submission Deadline Date will be rejected for lateness.

d. Withdrawal of Proposal Prior to Bid Submission Deadline Date

A proposal may be withdrawn at any time prior to the Bid Submission Deadline Date. If multiple proposals are submitted by the same bidder, the bidder must clearly indicate to which proposal the withdrawal applies.

e. Bidder Confidential/Proprietary Information

If applicable, bidders must specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets and must provide justification why such material, upon request, should not be disclosed to parties other than UCS. Bidders are advised that any material deemed confidential by bidder may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including, but not limited to, Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be in a separate folder from the non-confidential sections of the proposal.

f. No-Bids

Bidders deciding not to answer this RFP are requested to send a no-bid letter to OCA, Attn: Alina Zielinski, Assistant Court Analyst NYS Unified Court System, Division of Grants, Contracts and Procurement, 2500 Pond View, Suite 104, Castleton-on-Hudson, NY 12033. The envelope must be clearly marked in the lower left corner as follows: RFP # OCA-DGCP-069. No-bid letters may alternatively be sent by email to AZielins@nycourts.gov. Please indicate in “Subject” field: RFP # OCA-DGCP-069 – No-Bid.

VIII. QUESTIONS

Any and all questions applicants may have in connection with this RFP are to be directed by email only to:

Alina Zielinski
Assistant Court Analyst
AZielins@nycourts.gov

Please indicate in “Subject” field: RFP # OCA-DGCP-069 Robotic Book Scanning System, AD4, Law Library Question(s)

The deadline to submit questions is **Tuesday, June 16, 2026, 2026 at 2:00PM Eastern**. No questions will be entertained after this deadline. A written Questions & Answers (“Q&A”) listing all questions received and their answers will be posted on the UCS website at <https://www.nycourts.gov/grants-contracts-procurement/current-solicitations> in the Additional Documents sections for the appropriate solicitation and emailed to the applicants list promptly after this deadline.

IMPORTANT: Contact by any prospective applicant, or any representative thereof, with any other personnel of

the UCS in connection with this RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective applicant's standing and may cause rejection of its proposal.

IX. PRE-BID CONFERENCE

A pre-bid conference will not be held.

X. GENERAL BID REQUIREMENTS

Online RFP Package: Disclaimer

Bidders accessing any UCS/OCA solicitations and related documents from the New York State UCS website <https://www.nycourts.gov/grants-contracts-procurement/current-solicitations> under “Current Solicitations” shall remain solely and wholly responsible for reviewing the respective solicitation and bid documents on the internet regularly, up to the scheduled Bid Submission Deadline Date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as a contract awarded under this RFP is approved by OSC and executed by UCS, unless a bidder receives approval to withdraw its bid/proposal in accordance with this RFP.

Estimated Quantities

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

Awarded Contractor must accept all requests for services placed by UCS during the term of an awarded contract.

UCS’s Reserved Rights to Reject Proposals, Set Aside Awards, and Withdraw the RFP

UCS reserves the right to reject any or all proposals submitted in response to this RFP. In addition, UCS may reject any bids/proposals from any bidder:

- i. Who is in arrears to the State of New York upon any debt or performance of any contract;
- ii. Who has previously defaulted on any contractual obligations (as contracting party, surety or otherwise) or on any obligation to the State of New York;
- iii. Who has been declared not responsible or disqualified by any agency of the State of New York;
- iv. Who has any proceeding pending against it relating to the responsibility or qualification of the bidder to receive public contracts;
- v. Whose proposal is incomplete or otherwise non-responsive in any material respect;
- vi. Who is found to be non-responsible based on any of the criteria specified in the paragraph headed “Responsible Bidder;”

- vii. Whose facilities and/or resources are, in the opinion of OCA, inadequate or too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this RFP;
- viii. Who does not provide references in accordance with the RFP specifications, or whose references report significant failure to comply with specifications;
- ix. Who is otherwise, in the opinion of OCA, unable to meet specifications; or
- x. Whose conduct or proposal fails to conform to the requirements of the RFP.

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event UCS may then invite the bidder with the next highest composite score to enter into negotiations for purposes of executing a contract.

UCS reserves the right to withdraw the RFP at any time, in UCS's sole discretion.

Responsible Bidder

A bidder's responsibility is determined in accordance with, but not limited to, references, past performance history, financial stability, the bidder's responses to Attachment III-Vendor Responsibility Questionnaire, as well as any other criteria necessary and reasonable to establish the bidder's responsibility.

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this RFP, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of this RFP. This clarifying information, if required in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS's request for clarification, shall be included as a formal part of the bidder's proposal. Clarifying information, if any, whether provided orally, visually or in writing will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder's proposal. UCS may also use proposal information obtained through site visits, management interviews, and UCS's investigation of a bidder's qualifications, experience, ability, or financial standing in the course of evaluation or selection under the RFP. Nothing in the foregoing shall mean or imply that it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

Minor Bid Irregularities

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this RFP, UCS may: (i) waive technicalities; (ii) waive minor irregularities, omissions or incompletions in the RFP or a bid response; (iii) waive any RFP requirements that are unmet by all bidders; (iv) consider any and/or all alternatives and/or enhancements suggested by the successful bidder; or (v) make an award under the RFP in whole or in part and negotiate contract terms and conditions with the successful bidder to meet UCS requirements consistent with such award.

Unified Court System Self-Insurance

UCS, a New York State governmental entity, is self-retained for risk of loss and liability.

Inspection of Bidder's/Awarded Contractor's Facilities

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

Access to Court Facilities

Awarded Contractor must comply with all applicable location rules, policies, guidelines, and procedures in order to be granted access to court facilities. Where applicable to the performance of work under an awarded contract, bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. No special accommodations can or will be made by court staff with respect to security measures, access, or parking.

Implied Requirements

Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the bidder, shall be included in the offer except as specified herein.

Silence of the Specifications

The apparent silence of the specifications contained as part of this RFP 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. CONTRACT TERMS AND REQUIREMENTS

Subject to Section 5.2.1 above, the terms and conditions set forth below, along with those set forth in Appendix A – Standard Clauses for UCS Contracts (see Attachment I), are binding on and incorporated in the RFP, the Bidder's proposal, and the contract that results from the RFP. UCS reserves the right to negotiate and incorporate additional terms and conditions in the contract that results from the RFP.

Compliance with Laws

The Awarded Contractor must comply with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, fire, health and safety codes, HIPAA regulations and requirements, prior to and during the provision of all services under the contract resulting from this RFP (as used in this Section IX, "Contract").

Confidentiality and Data Security

Awarded Contractor acknowledges that any and all information, records, files, documents, or reports contained in any media format provided to the Contractor by UCS, including information about UCS systems, or which may be otherwise encountered by Contractor shall be considered extremely confidential and shall be handled accordingly at all times (hereinafter "UCS Confidential Information"). Secondary disclosure of the UCS Confidential Information may only be made to Contractor's employees, officers, directors, agents, volunteers, auditors, representatives, or other third-party contractors who have a reasonable need to know such UCS Confidential Information for purposes of carrying out Contractor's obligations under the Contract. Neither the Awarded Contractor nor any of its employees, officers, directors, agents, volunteers, auditors, representatives, or other third-party contractors shall at any time be permitted to utilize UCS Confidential Information for any

purpose outside the scope of the Contract without the express prior written authorization of UCS. Any breach of this confidentiality provision by the Awarded Contractor or by any of its employees, officers, directors, agents, volunteers, auditors, representatives, or other third-party contractors may result in the immediate termination of the Contract by UCS and may subject the Awarded Contractor to further penalties.

In addition to the requirements contained herein, Awarded Contractor shall use, and require its employees, officers, directors, agents, volunteers, auditors, representatives, or other third-party contractors to use, at least the same degree of care to secure and protect UCS Confidential Information that it exercises to secure and protect its own similar confidential information.

Awarded Contractor is prohibited from maintaining UCS Confidential Information provided to or generated by Awarded Contractor in a mobile or portable device. Remote access to the UCS Confidential Information is prohibited unless such access complies with New York State Information Technology Standard No. NYS-S14-010 as issued by the New York State Office of Information Technology Services¹ or other similar protocols as approved by UCS and distributed to the Contractor in its sole discretion. In addition, Awarded Contractor shall comply with the data security and confidentiality requirements of other government agencies that supply data to UCS. Further, Awarded Contractor shall provide notice of any actual or potential security breach involving the UCS Confidential Information to UCS within 24 hours of discovering such actual or potential breach, and shall also comply with any notification requirements under applicable law, including, but not limited to, the New York State Information Security Breach and Notification Act.

Data Ownership, Migration, Accessibility, Location, Storage, Transport, Protection, and Destruction

Data Ownership: All UCS data (which includes all records, materials, or other information provided to the Awarded Contractor in connection with the Contract) is owned exclusively by UCS and will remain the property of UCS. Awarded Contractor is permitted to use data solely for the purposes set forth in the RFP and the Contract, and for no other purpose. At no time shall Awarded Contractor access, use, or disclose any UCS Confidential Information (including personal, financial, health, or criminal history record information or other sensitive criminal justice information) for any other purpose. The Awarded Contractor is strictly prohibited from releasing or using data or information for any purposes other than those purposes specifically authorized by UCS. Awarded Contractor agrees that UCS data shall not be distributed, used, repurposed, transmitted, exchanged, or shared across other applications, environments, or business units of the Awarded Contractor or otherwise passed to other contractors, agents, subcontractors, or any other interested parties, except as expressly and specifically agreed to in writing by UCS.

Migration: Awarded Contractor's services performed under the Contract must ensure easy migration of UCS's data, including UCS's Confidential Information, by providing its solution in a manner designed to do so. This may include Awarded Contractor keeping UCS data separate from processes of the software itself and maintaining that information in a format that allows UCS to easily transfer it to an alternative application platform. Awarded Contractor shall make its Application Programming Interfaces ("APIs") available to UCS.

Data Storage, Access and Location: Awarded Contractor must ensure that all UCS data related to this Contract is stored within the continental United States ("CONUS"), in a controlled access environment to ensure data security and integrity. All access to UCS data, physical or virtual, must be conducted within CONUS and have adequate security systems in place to protect against the unauthorized access to the facilities and data stored therein. Adequate security systems in this context generally means that the Awarded Contractor is in compliance with either SOC 2 Type II or ISO 27001 (or higher) security standards. The Awarded Contractor must be able to demonstrate the adequacy of its security systems upon UCS's request. Awarded Contractor shall not send or

¹ Available for download: <https://its.ny.gov/system/files/documents/2023/05/nys-s14-010-remote-access.pdf>

permit to be sent to any location outside of the CONUS, any UCS data related to the Contract. Awarded Contractor will provide UCS with a list of the physical locations where UCS data is stored at any given time and will update that list if the physical location changes. Access into and within the facilities must be restricted through an access control system that requires positive identification as well as maintains a log of all accesses (e.g., date and time of the event, type of event, user identity, component of the information system, outcome of the event). Awarded Contractor shall have a formal procedure in place for granting computer system access to the data and to track access. Access for projects outside of those approved by UCS are prohibited.

Data Protection and Transmission: Awarded Contractor shall use appropriate means to preserve and protect UCS data. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. All UCS data in transit and at rest will be encrypted. At a minimum, cryptographic modules used for data transmission between UCS and Awarded Contractor must be validated to FIPS 140-2 or 140-3 for the protection of sensitive information (<http://csrc.nist.gov/groups/STM/cmvp/index.html>).

Data Return and Destruction: At the expiration or termination of the Contract, at UCS's option, Awarded Contractor must provide UCS with a copy of UCS data, including metadata and attachments, in a mutually agreed upon, commercially standard format and give UCS continued access to UCS data for no less than ninety (90) days beyond the expiration or termination of the Contract. Thereafter, except for data required to be maintained by law or the Contract, Awarded Contractor shall destroy UCS data from its systems and wipe all its data storage devices to eliminate any and all UCS data from Awarded Contractor's systems. The sanitization process must be in compliance with New York State Security Policy NYS-S13-003 (<https://www.its.ny.gov/document/sanitizationsecure-disposal-standard>), and, where required, sanitization and disposal standards provided in the Health Insurance Portability and Accountability Act (HIPAA). If immediate purging of all data storage components is not possible, Awarded Contractor will certify that any data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Awarded Contractor must then certify to UCS, in writing, that it has complied with the provisions of this paragraph. UCS may withhold payment to Awarded Contractor if UCS data is not released to UCS in accordance with the preceding sections.

If the requirements set forth in the RFP and/or Contract are not the same as the policies of the NYS Office of Information Technology Services (ITS), then the more restrictive requirement applies.

Awarded Contractor shall be strictly prohibited from using UCS data in any fashion other than that defined herein or authorized in writing by UCS.

Awarded Contractor must, in accordance with applicable law and the instructions of UCS, maintain such data for the time period required by applicable law, exercise due care for the protection of data, and maintain appropriate data integrity safeguards against the deletion or alteration of such data. In the event that any data is lost or destroyed because of any act or omission of Awarded Contractor or any non-compliance with the obligations of the Contract, then Awarded Contractor shall, at its own expense, use its best efforts in accordance with industry standards to reconstruct such data as soon as feasible. In such event, Awarded Contractor shall reimburse UCS for any costs incurred by UCS in correcting, recreating, restoring, or reprocessing such data or in providing assistance therewith.

Awarded Contractor agrees that any and all UCS data will be stored, processed, and maintained solely on designated target devices, and that no UCS data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the Contract or any addendum thereof, or Awarded Contractor's designated backup and recovery processes, and is encrypted in accordance with all current Federal and State statutes, regulations, and requirements.

The requirements in this Section shall also apply to Confidential Information unless another Section in this Agreement which specifically addresses Confidential Information provides for more stringent requirements.

Notwithstanding the requirements in this Section, the Awarded Contractor, as a covered entity under HIPAA, must always comply with all applicable laws and HIPAA regulations.

Indemnity

Awarded Contractor shall indemnify, defend and hold harmless UCS and the State of New York, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorneys' fees and the cost of legal defense) which UCS may incur by reason of: (i) Awarded Contractor's breach of any term, provision, covenant, representation or warranty contained in the Contract; (ii) any act, omission, negligence or intentional misconduct of Awarded Contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) Awarded Contractor's performance or failure to perform under the Contract; or (iv) enforcement by UCS of the Contract or any provisions thereof. UCS will notify Awarded Contractor of any claim, action, or demand for which indemnity is required in the reasonable opinion of UCS and will cooperate reasonably with Awarded Contractor at Awarded Contractor's expense. Any law firm Awarded Contractor chooses to defend UCS must be experienced in defending similar claims and will be subject to UCS approval, which will not be unreasonably withheld. Awarded Contractor may not settle any lawsuit or matter relating to the culpability or liability of UCS without the prior written consent of UCS. UCS reserves the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense.

Awarded Contractor shall also defend, indemnify, and hold UCS harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs in any action for infringement of a patent, copyright, trademark, trade secret or other proprietary right arising out of the Contract.

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, agent, volunteer, or subcontractor of Awarded Contractor is an employee of the UCS, OCA or State of New York. Awarded Contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by Awarded Contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the Awarded Contractor or any of its employees or subcontractors.

Insurance Requirements

Awarded Contractor shall be required to maintain during the term of the Contract at its own cost and expense:

1. Workers' compensation and disability benefit insurance coverage as required under NYS law. Each vendor must provide with its proposal proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption. Awarded Contractor must obtain the appropriate Workers' Compensation Board forms from its insurance carrier or licensed agent or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. See Workers' Compensation Board website at

<http://www.wcb.ny.gov> under “Forms” for a manual listing required forms and procedures. Any questions regarding workers’ compensation coverage requirements or debarments should be directed to:

Workers’ Compensation Board
Bureau of Compliance
(518) 462-8882
(866) 298-7830

Only the following forms will be accepted:

Proof of Workers’ Compensation Coverage

- **Form C-105.2** - Certificate of Workers’ Compensation Insurance issued by private insurance carriers; or
- **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** - Certificate of Workers’ Compensation Self-Insurance; or
- **Form GSI-105.2** - Certificate of Participation in Workers’ Compensation Group Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance, or
- **Form DB-120.2** - Certificate of Participation in Disability Benefits Group Self-Insurance; or
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage.

On forms that have a space for a certificate holder to be listed, the carrier must enter:

NYS Unified Court System
Office of Court Administration
Division of Grants, Contracts and Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, NY 12033

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

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

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

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

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

The policy shall not contain exclusions for contractual liability, independent contractors, gravity-related injuries, or injuries sustained by employee of an insured or any insured.

3. Professional Errors and Omissions Insurance (Professional Liability Insurance) in the amount of at least \$5,000,000 per occurrence for claims arising out of, but not limited to, delay or failure in diagnosing a disease or condition and alleged wrongful acts, including breach of contract, bad faith, and negligence. Such insurance shall apply to professional errors, acts, or omissions arising out of the services performed by the Awarded Contractor.
4. Data Breach/Cyber Liability Insurance (Cyber Insurance) at not less than \$5,000,000 each claim providing coverage for failure to protect confidential information and failure of the security of the Awarded Contractor’s computer systems or UCS’s systems due to the actions of the Awarded Contractor which results in unauthorized access to UCS’s systems or data. Coverage may be satisfied through alternative insurance policies. Such insurance shall provide coverage for damages arising from, but not limited to, the following: (i) breach of duty to protect the security and confidentiality of nonpublic proprietary information or personally identifiable nonpublic information (e.g. medical, financial, or personal in nature in electronic or non-electronic form); (ii) privacy notification costs; (iii) regulatory defense and penalties; (iv) website media liability; and (v) cybertheft of customer’s property, including, but not limited to, money and securities.
5. Please note that if the policy is written on a Claims-Made basis, the Awarded Contractor must submit to UCS an endorsement providing proof that the policy provides the option to purchase Tail Coverage providing coverage for no less than one year after the applicable services is completed in the event that coverage is canceled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.
6. Insurance Compliance:

All policies shall be written with insurance companies authorized to do business in the State of New York and rated no lower than an A- rating Class VII or better in the most current edition of A.M. Best’s Property-Casualty Key Rating Guide. Policies should be endorsed to the New York State Unified Court System as an “additional insured” and “certificate holder.” Contractor agrees to waive its right of recovery or subrogation against UCS and all indemnified parties and additional insureds. All policies shall allow waiver of subrogation in favor of UCS and indemnified parties and additional insureds. All policies must be endorsed to provide that in the event of cancellation, non-renewal, or material modification UCS will receive thirty (30) days’ prior written notice thereof. Awarded Contractor must provide UCS with appropriate certificates of insurance in compliance with these requirements no later than five business days prior to commencement of the Contract. Contractor must furnish complete policies, including all endorsements thereto, to UCS upon request. By requiring insurance, UCS does not represent that certain coverage and limits will necessarily be sufficient to protect Awarded Contractor, and such coverage and limits shall not be deemed a limitation on Awarded Contractor’s liabilities under any indemnity granted to UCS under the Contract. Prior to the commencement of any work by a subcontractor, the Awarded Contractor shall require such

subcontractor to procure policies of insurance as required herein and maintain the same in force during the terms of any work performed by that subcontractor.

Intellectual Property

If Awarded Contractor is required to produce specially commissioned materials pursuant to the Contract (the “Work”), whether in written form, on tape, computer-readable media or other tangible or intangible form, Awarded Contractor acknowledges and agrees that UCS shall have the option to: (i) retain a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work; or (ii) be the sole owner of the Work (the Work shall be considered a “work made for hire”), each of the foregoing at no additional cost to UCS.

Notice of Substantial Change in Contractor Status

In addition to complying with the requirements of State Finance Law Section 138 (requiring prior approval of subcontractors and assignments or conveyances), Awarded Contractor shall notify UCS of any substantial change in the ownership or financial viability of the Awarded Contractor, its affiliates, subsidiaries, divisions, or partners, in writing immediately upon occurrence. “Substantial change” means: (i) sales, acquisitions, mergers, or takeovers of the Contractor, its affiliates, subsidiaries, divisions, or partners that result in a change in the controlling ownership or assets of such entity after the submission of the bid; (ii) entry of an order for relief under Title 11 of the U.S. Code; (iii) the making of a general assignment for the benefit of creditors; (iv) the appointment of a receiver of Awarded Contractor’s business or property or that of its affiliates, subsidiaries, divisions, or partners; or action by Awarded Contractor, its affiliates, subsidiaries, divisions, or partners under any State insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation; or (v) court-ordered liquidation of Awarded Contractor, its affiliates, subsidiaries, subdivisions, or partners.

Upon UCS’s receipt of such notice it shall have thirty (30) business days to review the information. Awarded Contractor may not transfer the Contract to or among affiliates, subsidiaries, divisions, or partners, or to any other person or entity, without the express written consent of UCS. In addition to any other remedies available at law or equity, UCS shall have the right to cancel the Contract, in whole or in part, for cause, if it finds, in its sole judgment, that such substantial change adversely affects the delivery of services or is otherwise not in the best interests of UCS.

Outstanding Tax Liabilities

Awarded Contractor warrants that there are no outstanding tax liabilities against the Awarded Contractor in favor of the State of New York, or in the event such liabilities exist, a payment schedule has been arranged for their speedy satisfaction before Contract execution.

Public Information and Freedom of Information Law

UCS agrees that it shall not disclose trade secret or proprietary information, provided by Awarded Contractor to UCS under the Contract, to any other person without the prior written approval of Awarded Contractor, except in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Awarded Contractor must specifically identify in writing trade secret or proprietary information at the time of its submission and must set forth in such writing the reasons for the claimed exemption from disclosure. Acceptance by UCS of such information does not constitute a determination that it constitutes trade secret or proprietary information.

Registration with NYS Department of State

Prior to being awarded a contract and throughout the duration of the resulting Contract, Awarded Contractor shall be registered with the NYS Department of State as an entity authorized to conduct business in New York State.

Savings/Force Majeure

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of nature, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Awarded Contractor or the UCS in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Awarded Contractor shall provide the UCS with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Awarded Contractor nor the UCS shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Awarded Contractor and the UCS to be necessary to enable complete performance by the party if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the UCS, where the delay or failure will significantly impair the value of the Contract to the State, the UCS may:

- a. Accept allocated performance or deliveries from the Awarded Contractor. The Awarded Contractor, however, hereby agrees to grant preferential treatment to UCS with respect to the product subjected to allocation; and/or
- b. Purchase from other sources (without recourse to and by the Awarded Contractor for the costs and expenses thereof) to replace all or part of the products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State; or
- c. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the UCS reserves the right, in its sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Awarded Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Awarded Contractor's performance that continued performance of the Contract would result in a substantial loss.

Subcontractors

UCS will contract directly with the Awarded Contractor as the prime contractor. The prime contractor is the sole contractor with regard to the provisions of the solicitation and the Contract. No subcontract entered into by the Awarded Contractor shall relieve the Awarded Contractor of any liabilities or obligations in this RFP or the Contract. The Awarded Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the UCS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract. The Awarded Contractor may arrange for a portion/s of its responsibilities under the Contract to be subcontracted to qualified, responsible subcontractors, subject to approval of the UCS. If the Awarded Contractor determines to subcontract a portion of the services, the subcontractors must be clearly

identified and the nature and extent of their involvement in and/or proposed performance under the Contract must be fully explained by the Contractor to the UCS.

The Awarded Contractor retains ultimate responsibility for all services performed under the Contract.

All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of the Contract, including, but not limited to, the body of the Contract, Appendix A – Standard Clauses for UCS Contracts, and the RFP, including additional contract terms outlined therein. Unless waived in writing by the UCS, all subcontracts between the Awarded Contractor and subcontractors shall expressly name UCS as the sole intended third party beneficiary of such subcontract. The UCS reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the UCS or the State of New York a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the UCS. If total compensation to a subcontractor exceeds \$100,000, the subcontractor must submit and certify a Vendor Responsibility Questionnaire.

The UCS reserves the right, at any time during the term of the Contract, to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in the Contract. Subcontractors may be required to submit to a background check in accordance with the RFP or Contract.

The Awarded Contractor shall give the UCS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Awarded Contractor’s duties under the Contract. Any subcontract shall not relieve the Awarded Contractor in any way of any responsibility, duty and/or obligation of the Contract.

Suspension of Work

UCS reserves the right to suspend any and all activities under the Contract, at any time should funding become unavailable. In the event of such suspension, the Awarded Contractor will be given a formal written notice outlining the particulars of such suspension and will be paid for services performed prior to suspension in accordance with the Contract. Any such suspension will not be deemed to extend the term of the Contract beyond the expiration date of the term. Nothing in this paragraph shall diminish UCS’s right to terminate the Contract as provided therein.

Termination

A. FOR CONVENIENCE

By written notice, the Contract may be terminated at any time by UCS for convenience upon thirty (30) days’ written notice without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or purchase order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this paragraph, UCS shall remain liable for all accrued but unpaid charges incurred through the date of termination.

B. FOR BUDGET MODIFICATION

1. Notwithstanding any other provision contained in this RFP, if the UCS Budget (“Budget”) is modified (a “Budget Modification”, defined in subsection 2 below) for any State fiscal year included in the term of the Contract, in whole or in part, such that UCS determines, in its sole discretion, that it is necessary to reduce, eliminate or otherwise modify the budget allocation covering payment thereunder, UCS

shall have the option to terminate the Contract upon not less than thirty (30) days' notice to Awarded Contractor, without liability for costs, expenses or damages as a result thereof.

2. For purposes of this subsection, Budget Modification shall mean and include, with respect to the Budget or any appropriation contained therein:
 - i. any reduction, elimination or restriction upon access thereto as provided by law; or
 - ii. any restriction placed on UCS spending authority, including any restriction imposed by UCS upon itself in response to a request of the Executive or Legislative Branch of government.
3. Termination hereunder shall be further governed by the termination provisions contained in the Contract, as applicable.

C. FOR CAUSE

UCS may terminate the Contract upon written notice to Awarded Contractor if the Awarded Contractor defaults in the observance or performance of any of the terms and conditions of the Contract, and such default is not remedied within thirty (30) days after such notice has been delivered to Awarded Contractor specifying the occurrence, omission, or failure giving rise to such default. In such event, UCS may complete the contractual requirements in any matter it may deem advisable and pursue available legal or equitable remedies for breach. Early termination of the Contract for cause may result in, among other consequences, exercising any or all remedies available to UCS and New York State, the Awarded Contractor both being declared non-responsible by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility, and/or the Awarded Contractor's removal from the UCS/OCA's bidders list for future solicitations.

No failure by UCS to insist upon the strict performance of any covenant, term, or condition of the Contract, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach shall constitute a waiver of any such breach or such covenant, term, or condition. No covenant, term, or condition of the Contract to be performed or complied with by Awarded Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter the Contract but each and every covenant, term, and condition of the Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

D. FOR FINDINGS RELATED TO VENDOR RESPONSIBILITY

UCS may, in its sole discretion, terminate the Contract immediately if it finds at any time during the term of the Contract that the Awarded Contractor is non-responsible or that any information provided in the Vendor Responsibility Questionnaire submitted with Awarded Contractor's bid was materially false or incomplete, or if the Awarded Contractor fails to timely or truthfully comply with UCS's request to update its Vendor Responsibility Questionnaire.

E. FOR SUSPENSION OR DELISTING OF CONTRACTOR'S SECURITIES

If the Awarded Contractor's securities are suspended or delisted by the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, as applicable, if the Awarded Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to

insolvency or the protection of rights of creditors, UCS may, in its sole discretion, terminate the Contract immediately or exercise such other remedies as shall be available under the Contract, at law, or in equity.

Warranties and Guarantees

Contract Deliverables: Awarded Contractor warrants and represents that the services required by the RFP and the Contract shall be performed or provided in accordance with all the terms and conditions, covenants, statements, and representations contained in the Contract. Awarded Contractor's failure to meet pre-defined service levels may result in a credit or chargeback in an amount pre-determined by the parties.

Personnel Warranty: Awarded Contractor warrants and represents that all personnel performing services under the Contract are qualified to provide services and eligible for employment in the United States and shall remain so throughout the terms of the Contract. Awarded Contractor shall provide such proof of compliance as is required by UCS.

Product Performance: Awarded Contractor hereby warrants and represents that products acquired by UCS under the Contract conform to the manufacturer's specifications, performance standards, and documentation and that the documentation fully describes the proper procedure for using the products.

Title and Ownership: Awarded Contractor warrants and represents that it has: (i) full ownership, clear title free from all liens; or (ii) the right to transfer or deliver specified license rights to any product acquired by UCS under the Contract. Awarded Contractor shall be solely liable for any costs of acquisition associated therewith. Awarded Contractor shall indemnify UCS and hold UCS harmless from any damages and liabilities, including reasonable attorneys' fees and costs, arising from any breach of Awarded Contractor's warranties as set forth herein.

Workmanship Warranty: Awarded Contractor warrants and represents that all services and deliverables shall meet the completion criteria set forth in the Contract, and that services will be provided in a professional and workmanlike manner in accordance with the highest applicable industry standards. Awarded Contractor further warrants and represents that all products, components or parts specified and furnished by and through Awarded Contractor, whether specified and furnished individually or as a system, shall be free from defects in material and workmanship and will conform to all requirements in the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer.

Exhibit A

Pricing Sheet

See excel file.

Exhibit B

Scope of Work

1. Overview

The selected Vendor shall provide all labor, materials, equipment, software, and services necessary for the purchase, delivery, installation, configuration, calibration, testing, and commissioning of one (1) high-speed, robotic, non-destructive book scanning system for the Appellate Division, Fourth Judicial Department Law Library in Rochester, New York.

The system will support digitization of bound appellate court records and other legal materials, including fragile and archival documents. Preservation of original materials is a critical requirement.

2. Project Requirements

The Vendor shall provide a fully integrated, production-ready scanning solution, including:

- High-speed, non-destructive book scanning hardware
- Associated control and image processing software
- OCR (Optical Character Recognition) capabilities and licensing
- Installation, configuration, and calibration services
- On-site training for designated staff
- Warranty and ongoing support services

3. Delivery, Installation, and Commissioning

3.1 Delivery

The Vendor shall:

- Deliver the system to the Law Library, Appellate Division, Fourth Judicial Department, Rochester, NY
- Coordinate delivery with designated court personnel
- Clearly define delivery terms (e.g., dock delivery, inside delivery, white-glove service)
- Ensure appropriate packaging and handling to protect sensitive equipment
- Account for seasonal and environmental conditions during transport and delivery

3.2 Installation and Configuration

The Vendor shall:

- Assemble, install, and fully configure the system on-site

- Install and configure all required software, including OCR components
- Integrate hardware and software into a fully functional system
- Ensure all components are properly connected, configured, and optimized

3.3 Calibration and Testing

The Vendor shall:

- Calibrate the system for production-level scanning
- Perform comprehensive system testing to verify functionality
- Conduct production-readiness testing using sample materials
- Ensure image quality meets industry standards for archival digitization
- Verify non-destructive handling of bound and fragile materials

3.4 Commissioning

The system shall be placed into operational service only after successful completion of installation, calibration, and testing.

4. Training

The Vendor shall provide comprehensive on-site training for designated Law Library staff, including:

- A. Minimum of two (2) to three (3) days of on-site training
- B. Operation of scanning hardware
- C. Safe handling of fragile and archival legal materials
- D. Software operation and workflow management
- E. OCR processing and output management
- F. Basic troubleshooting and routine maintenance procedures

The Vendor shall also provide:

- User manuals and technical documentation (print and/or digital)
- Training materials and reference guides

5. Software and Licensing

The Vendor shall:

- Provide all necessary software required for operation of the scanning system

- Configure software for production use
- Clearly define OCR capabilities and limitations
- Disclose all OCR licensing terms, including:
 - Any usage caps, page limits, or subscription requirements
 - Ongoing licensing costs, if applicable
- Ensure all software licenses are compliant with applicable laws and transferable to the Office of Court Administration

6. Acceptance

Final system acceptance will occur upon completion of all requirements and verification by the Appellate Division, including:

- Successful delivery and installation
- Full system configuration and operational readiness
- Demonstration of required functionality
- Verification of image quality and OCR performance
- Confirmation of non-destructive scanning capability
- Completion of required training

7. Warranty

7.1 Base Warranty

The Vendor shall provide:

- A minimum one (1) year comprehensive warranty covering parts, labor, and software
- Warranty commencement upon final system acceptance
- Remote technical support during the warranty period

7.2 Optional Extended Warranty

The Vendor must:

- Provide pricing for an optional additional one (1) year warranty (parts-only at minimum)
- Clearly itemize optional warranty pricing
- Ensure pricing remains valid for a minimum of 120 days from proposal submission

8. Maintenance and Support

Given the critical public service function of the Law Library, the Vendor shall:

- Provide access to qualified service technicians capable of servicing equipment in Rochester, NY
- Specify guaranteed response times for:
 - Remote support
 - On-site service
- Provide preventive maintenance recommendations and schedules

9. Deliverables

The Vendor shall provide, at minimum:

- Fully installed and operational scanning system
- Configured software and OCR functionality
- Training completion
- Documentation and user manuals
- Warranty documentation
- Service and support contact information

Exhibit C

Vendor Assurance and Conflict-of-Interest Disclosure

TO BE COMPLETED ON OFFEROR'S LETTERHEAD

Date

Alina Zielinski
Assistant Court Analyst
NYS OCA Office of Grants, Contracts and Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, NY 12033

Dear Ms. Zielinski:

Re: RFP # OCA-DGCP-069 (Robotic Book Scanning System, AD4, Law Library)

Vendor Assurance and Conflict of Interest Disclosure

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the New York State Unified Court System, the judicial branch of the State of New York, in response to Request for Proposals (RFP) # OCA-DGCP-069 (Robotic Book Scanning System, AD4, Law Library). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP.

[INSERT OFFEROR NAME]'s complete offer is set forth in two separately bound assembled volumes.

[INSERT OFFEROR NAME] hereby affirms that the solution proposed by the Offeror in the Proposal meets or exceeds the service level requirements set forth in the above-referenced RFP, including referenced attachments.

[INSERT OFFEROR NAME] hereby affirms that it knows of no factors existing at time of bid submission or which are anticipated to arise during the procurement or Contract term, which would 1) constitute a potential conflict of interest for Offeror or any subcontractor named in the Proposal, or 2) position the Offeror or any named subcontractor to violate or breach any other contract currently in force with the State of New York:

1. Furthermore [INSERT OFFEROR NAME] hereby attests that it will not act in any manner that is detrimental to any State project on which the Offeror is rendering services. Specifically, Offeror attests that the fulfillment of obligations by the Offeror, as stated in the Proposal, does not violate any existing contracts or agreements between the Offeror and the State;
2. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Offeror has with regard to any existing contracts or agreements between the Offeror and the State;
3. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not compromise the Offeror's ability to carry out its obligations under any existing contracts between the Offeror and the State;
4. The fulfillment of any other contractual obligations that the Offeror has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;

5. During the negotiation and execution of any contract resulting from this RFP, the Offeror will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Offeror will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. The Offeror has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.
8. To comply with the requirements outlined under the heading "Responsible Bidder" in Article X of the above-referenced RFP, Offeror hereby affirms (enter an "X" in the appropriate box):
 - An online Vendor Responsibility Questionnaire has been updated or created within the last six (6) months at the website of the Office of the Comptroller:
<https://onlineservices.osc.state.ny.us/Enrollment/login?1>
 - A hard copy Vendor Responsibility Questionnaire is included with the Proposal and is dated within the last six (6) months.
 - A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

By signing, the undersigned individual affirms and represents that he or she has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind [INSERT OFFEROR NAME] to the offer, and possesses the legal capacity to act on behalf of Offeror to execute a Contract with the New York State Unified Court System. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of [INSERT OFFEROR NAME].

Signature
[INSERT OFFEROR SIGNATORY NAME]
[INSERT TITLE]
[INSERT OFFEROR COMPANY NAME]

Exhibit D

Bidder Certification to Meeting Minimum Qualifications and Mandatory Requirements

Minimum Qualifications
Qualification # 1 (Years in Business): The Bidder has been in continuous operation manufacturing or distributing robotic, non-destructive book scanning systems as one of its primary lines of business for at least five (5) years.
The Bidder certifies that it has been in continuous operation manufacturing or distributing robotic, non-destructive book scanning systems as one of its primary lines of business for at least five (5) years. <input type="checkbox"/> YES <input type="checkbox"/> NO*
Qualification # 2 (Installations, Volume): The Bidder must have completed at least three (3) installations of comparable high-volume robotic book scanners within the past five (5) years.
The Bidder certifies that it has completed at least three (3) installations of comparable high-volume robotic book scanners within the past five (5) years. <input type="checkbox"/> YES <input type="checkbox"/> NO*
Qualification # 3 (Relevant Institutions): The Bidder must have completed at least three (3) installations in courts, law libraries, academic libraries, archives, or government institutions.
The Bidder certifies that it has completed at least three (3) installations in courts, law libraries, academic libraries, archives, or government institutions. <input type="checkbox"/> YES <input type="checkbox"/> NO*
Qualification # 4 (Regional Service Capability): The Bidder must provide on-site service support for Rochester, New York.
The Bidder certifies that it will provide on-site service support for Rochester, New York; can respond within three (3) business days; and will provide replacement parts for at least seven (7) years. <input type="checkbox"/> YES <input type="checkbox"/> NO*
Qualification # 5 (Financial Responsibility): The Bidder must demonstrate financial capacity to fulfill warranty and long-term service obligations.
The Bidder certifies that it has the financial capacity to fulfill warranty and long-term service obligations. <input type="checkbox"/> YES <input type="checkbox"/> NO*
Mandatory Requirements
Mandatory Requirement # 1 (Performance): The system must be capable of scanning up to 2,890 pages per hour under production conditions.
The Bidder certifies that the proposed system meets this requirement and has specified throughput conditions. <input type="checkbox"/> YES <input type="checkbox"/> NO*
Mandatory Requirement # 2 (Core Functionality): The system must include robotic or automated page-turning and non-destructive digitization.

The Bidder certifies that the proposed system meets these requirements. <input type="checkbox"/> YES <input type="checkbox"/> NO*
Mandatory Requirement # 3 (Imaging System): The system must include dual cameras, 300 ppi resolution, and required capture modes.
The Bidder certifies that the proposed system meets all imaging requirements. <input type="checkbox"/> YES <input type="checkbox"/> NO*
Mandatory Requirement # 4 (Book Handling and Preservation): The system must safely support bound materials and archival standards.
The Bidder certifies compliance with all handling and lighting requirements. <input type="checkbox"/> YES <input type="checkbox"/> NO*
Mandatory Requirement # 5 (Software and Workflow): The system must include production-level workflow software.
The Bidder certifies that all listed capabilities are included. <input type="checkbox"/> YES <input type="checkbox"/> NO*
Mandatory Requirement # 6 (File Formats): The system must support TIFF, JPEG, PDF, and PDF/A; These formats may be provided through the integrated image-processing workflow (such as LIMB Image Processing software).
The Bidder certifies compliance. <input type="checkbox"/> YES <input type="checkbox"/> NO*
Mandatory Requirement # 7 (OCR Capability): The system must include Optical Character Recognition (“OCR”).
The Bidder certifies compliance. <input type="checkbox"/> YES <input type="checkbox"/> NO*
Mandatory Requirement # 8 (Included Equipment): The system must include all required hardware and software.
The Bidder certifies that all components are included. <input type="checkbox"/> YES <input type="checkbox"/> NO*

*** A “NO” response to any of the minimum qualifications or mandatory requirements will result in Bidder disqualification.**

CERTIFICATION

By signing this form, you certify your express authority to sign on behalf of the Bidder and that all information provided is complete, true, and accurate.

Date: _____

Legal Business Name of Bidder: _____

Doing Business As (d/b/a) (if appropriate): _____

Signature: _____

Print Name: _____

Exhibit E

References

Bidders must use this form to furnish the references required in Article VI of the RFP.

BIDDER'S NAME: _____

REFERENCE #1

Name of the Client Firm:	
Client Firm's Address:	
Briefly describe the type and scope of services of the engagement (include # of sites, devices, and users)	
Engagement Budget:	
Engagement Term:	Start Date: (Month/Year) End Date: (Month/Year)
Was a subcontractor used? If so, describe subcontractor's role	
Client Contact Name and Title:	
Phone Number:	Email:
Alternate Client Contact Name and Title:	
Phone Number:	Email:

REFERENCE #2

Name of the Client Firm:	
Client Firm's Address:	
Briefly describe the type and scope of services of the engagement (include # of sites, devices, and users)	
Engagement Budget:	
Engagement Term:	Start Date: (Month/Year) End Date: (Month/Year)
Was a subcontractor used? If so, describe subcontractor's role	
Client Contact Name and Title:	
Phone Number:	Email:
Alternate Client Contact Name and Title:	
Phone Number:	Email:

REFERENCE #3

Name of the Client Firm:			
Client Firm's Address:			
Briefly describe the type and scope of services of the engagement (include # of sites, devices, and users)			
Engagement Budget:			
Engagement Term:	Start Date: (Month/Year) End Date: (Month/Year)		
Was a subcontractor used? If so, describe subcontractor's role			
Client Contact Name and Title:			
Phone Number:	Email:		
Alternate Client Contact Name and Title:			
Phone Number:		Email:	

Exhibit F

APPENDIX B

Terms and Conditions Applicable to Materials Produced Under the Agreement

1. Contractor acknowledges and agrees that UCS has ordered and/or specially commissioned the services, deliverables and materials that Contractor is required to produce pursuant to this Agreement (the “Work”), whether in written form, on tape, computer-readable media or other tangible or intangible form. Except as otherwise specified in this Appendix B, Contractor agrees that: (i) UCS shall be the sole owner of the Work; and (ii) the Work shall be considered a “work made for hire” as that term is used under federal and state law. UCS or its authorized designee shall have all right, title, and interest of every kind and nature, whether now known or hereafter devised and including, without limitation, all copyrights and renewals and extensions thereof, in and to the Work, including without limitation any editions and versions thereof, without payment of any royalty or other compensation. Without limiting the foregoing, and except as otherwise specified in this Appendix B, if all or any part of the Work is not so deemed a “work made for hire,” Contractor hereby irrevocably grants, assigns, transfers, and sets over to UCS or its authorized designee all rights of any kind and nature in and to the Work that he/she/it may possess or come to possess, including without limitation all copyrights and renewals and extensions thereof, without payment of any royalty or other compensation. Contractor agrees to execute and deliver to UCS any assignments and other documents requested by UCS confirming the assignment to UCS or its authorized designee of all rights in the Work and to fully cooperate with UCS in registering and protecting UCS’s rights to and interests in the Work. Upon request of UCS during any stage thereof, Contractor shall deliver all such Work to UCS. To the extent an assignment is not effective under applicable law, Contractor grants UCS an exclusive, perpetual, royalty-free, fully-paid, irrevocable, worldwide, transferable license to use, reproduce, distribute, and commercialize any deliverables to the fullest extent permissible and effective under applicable law. Contractor shall cooperate with UCS, at UCS’s request, as reasonably required to perfect or secure UCS’s rights, including executing appropriate documents.

2. Contractor represents and warrants that the Work shall be created solely by Contractor, be original, and does not infringe upon the copyright, trademark, patent, or other proprietary rights of any third party, including without limitation the right to use or display the name, face, or likeness of any person. Furthermore, Contractor represents and warrants that the Work and any other materials used in connection with this Agreement shall not include or incorporate in any way the work or materials of any third party with rights to such work or materials, or the name, face, or likeness of any person, unless Contractor has: (i) advised UCS of this; and (ii) the appropriate written authorizations, releases, licenses, or other permits to allow UCS and Contractor to use the Work and any other materials used in connection with this Agreement without violating such rights have been obtained and delivered to UCS. The form of such

authorizations and other documents is subject to UCS's approval.

3. All rights granted to UCS hereunder are irrevocable and shall vest and remain perpetually vested in UCS and UCS's successors and assigns without payment of any royalty or other compensation, whether this Agreement expires or is terminated, and shall not be subject to rescission, cancellation, or termination by Contractor for any cause whatsoever.

4. If applicable, Contractor shall own and retain all pre-existing proprietary rights to any materials, tools, templates, or methodologies produced or licensed by Contractor prior to the Effective Date, or not as a result of this Agreement ("Contractor's Property"), even if such materials are incorporated into the Work. If any such materials are incorporated into the Work, Contractor hereby grants to UCS or its authorized designee, in perpetuity, at no additional cost or expense, a royalty-free, fully-paid, non-exclusive, irrevocable worldwide license to reproduce, display, and otherwise use Contractor's Property as part of the Work.

5. If master tapes are created in the production of the Work, upon receipt of final payment for the Work, Contractor will provide these to UCS, except for the master tapes to Contractor's Property (if applicable).

6. If requested by UCS, Contractor shall include in the Work a copyright notice in the following form: "Copyright (or ©) [year] New York State Unified Court System. All rights reserved." If applicable, the notice shall be computer-readable and clearly visible to viewers for at least three seconds.

7. Contractor shall indemnify, defend, and hold UCS, its administrative officers, directors, employees, and authorized agents harmless from and against all claims, costs, liability, and damages, including reasonable attorneys' fees and disbursements: (i) resulting from the Contractor's breach of representation or warranty made herein; or (ii) arising in connection with an allegation that UCS's use of the Work (if any) or any other deliverable, if any, infringes any patent, trade secret, copyright, or any other proprietary right, including, without limitation, the rights to use or display a person's name, face, or likeness.

8. This Appendix B shall survive expiration or termination of this Agreement.