

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

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

NYS OFFICE OF COURT ADMINISTRATION  
 CONTRACT & PROCUREMENT ADMINISTRATION  
 42 KARNER ROAD  
 ALBANY, NY 12205

Direct Inquiries to: Gabrielle Tanski  
 Telephone No.: (518) 285-511  
 Email: [GTANSKI@courts.state.ny.us](mailto:GTANSKI@courts.state.ny.us)

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

PER ATTACHED SPECIFICATIONS

<b>Bid Number:</b> <b>OCA/JM-161</b> <b>Issue date: 10/19/09</b>	<b>Commodity Group:</b>
<b>Opening Date: 11/12/2009</b> <b>Time: 3pm</b>	<b>Commodity Name:</b> <b>Maintenance for Existing Laser Printers</b>

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

<p style="text-align: center;">Agency's Specification of item(s) Required (include quantities)</p> <p><b><u>UCS ATTACHMENT I, III, and IV ARE MADE A PART AND INCORPORATED HEREIN.</u></b></p> <p><b><u>ESTIMATED QUANTITY TERM CONTRACT FOR THE PROVISION OF MAINTENANCE FOR PC &amp; RELATED ITEMS</u></b></p>	<p style="text-align: center;">Bidder's Quotation and Specific Description of Item Offered</p> <p>ALL PRICING <b>MUST</b> BE ENTERED ONLY ON ATTACHED EQUIPMENT PROFILE &amp; BID FORMS UNLESS OTHERWISE SPECIFIED HEREIN.</p>
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**NOTICE TO BIDDERS**

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

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

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

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

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

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

**BIDS MUST BE SIGNED**

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

**DOCUMENTS ENCLOSURE CHECKLIST**

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

- \_\_\_ Fully executed Bid response form
- \_\_\_ UCS Request for Bid Form with original signature
- \_\_\_ Attachment I, p.3 - Non-Collusive Bidding Certificate
- \_\_\_ Attachment I, p.4 - Corporate Acknowledgment
- \_\_\_ Attachment III - Vendor Responsibility Questionnaire
  - paper questionnaire
  - questionnaire file online via OSC VendRep System
- \_\_\_ Attachment IV - Procurement Lobbying Forms
  - Disclosure of Prior Non-Responsibility Determination (UCS 420)
  - Affirmation of Understanding and Agreement (UCS 421)
  - Termination Clause (UCS 423)
- \_\_\_ List of at least three (3) references (names, contacts, addresses, phone numbers, emails)
- \_\_\_ Manufacturer's documentation indicating that bidder is a current authorized repair service center
- \_\_\_ Original bid response + five (5) complete copies
- \_\_\_ Signed Documents Enclosure Checklist

NB: There is no Attachment II

**To be complete, a bidder's bid response must include ALL the above documents. All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual. Signatory notarization must be that of the person whose signature is affixed to all required documents.**

Company Name: \_\_\_\_\_

Authorized Officer's Name and Title:

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*\* GENERAL SPECIFICATIONS \*\*\***

**I. The RFB/RFP Process**

**Note to Bidders**

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

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms, and Attachment IV - Disclosure of Prior Non-Responsibility Determination (UCS 420) as well as Affirmation of Understanding and Agreement (UCS 421) and Termination Clause (UCS 423) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under "Addenda" for the appropriate solicitation, are incorporated and made a part of this solicitation.

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

The NYS Unified Court System (UCS) is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. The required Vendor Responsibility Questionnaire is designed to provide information to assist UCS in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective contractor's legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references).

Bidders are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at (866) 370-4672 or (518) 408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Unified Court System or the Office of the State Comptroller for a copy of the paper form.

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. Bidders' authorized signature of the RFB/RFP Form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

**Online RFB/RFP Package : Disclaimer**

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

**Bid Response/Proposal: Original and Copies**

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3 and 4 of 10; Attachment III - Vendor Responsibility Questionnaire (questionnaire may be filed electronically with OSC); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420, Affirmation of Understanding and Agreement UCS 421 as well as Termination Clause UCS 423; and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist. Failure to provide all original documents and the requested

number of copies may result in disqualification of a bidder's response.

**Binding Nature of Bid/Proposal on Bidders**

All bids/proposals shall remain binding on bidders until such time as the Office of Court Administration (hereafter OCA) provides written notification of its intent to award the contract to a specific bidder or until the bidder withdraws its bid/proposal in writing, whichever occurs first.

**Packaging, Identifying and Delivering of Bids/Proposals**

Bidders may not submit their bid/proposal responses online.  
Bids/Proposals must be clearly addressed and submitted to:

Gabrielle Tanski  
Senior Court Analyst  
Office of Court Administration  
Contracts & Procurement Unit  
42 Karner Road  
Albany, NY 12205

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

"Deliver immediately to Gabrielle Tanski"  
"Sealed bid - Do not open"  
"OCA/JM-161 November 12, 2009 at 3:00 p.m."

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by November 12, 2009 at 3:00 p.m. at the latest or bids will be declared a "late bid" and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

**No-Bids**

Bidders are requested to send a no-bid letter to OCA, Attn: Gabrielle Tanski, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: OCA/JM-161.

**Rejected and Unacceptable Bids/Proposals**

The OCA reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, OCA may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or contract; or who have previously defaulted on any contractual obligations, (as surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York; or who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts or who are found to be non-responsible based on any of the criteria specified in the section headed 'Responsible Bidder'.

**Responsible Bidder**

A bidder shall be defined as “responsible” in accordance with, but not limited to, references, past performance history, financial stability, compliance with this RFB’s general and detailed specifications, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire) and the criteria set forth in the paragraph headed “Rejected and Unacceptable Bids/Proposals” as well as any other criteria necessary and reasonable to establish the bidder’s responsibility.

**References**

Bidders must include with their response the names of at least three (3) clients (including contact persons and phone numbers) in New York State other than the NYS Unified Court System, for whom services and equipment comparable to those described in this solicitation have been provided within the past two years.

**Liability Insurance**

Bidder must include with its response a certificate documenting that it has commercial general liability insurance coverage for at minimum, the coverage limits listed below or greater if required by applicable law, from an insurance company licensed to do business in New York State. The awarded contractor will be required to maintain such insurance in force throughout the term of the contract. Contractor’s commercial general liability insurance policy must name UCS as an additional insured and be primary insurance with respect to UCS.

Required Coverage:

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

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

**Confidentiality**

Bidder acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the bidder by the court, or which may be otherwise encountered by bidder shall be considered extremely confidential and shall be handled accordingly at all times. Neither the bidder nor any of its employees, servants, contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of the OCA. Any breach of this confidentiality by the bidder or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by the OCA and may subject the bidder to further penalties.

**Independent Contractor Status**

It is expressly understood and agreed that the awarded contractor’s status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the awarded contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or

taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the awarded contractor or any of its employees or subcontractors.

**Subcontracting**

No subcontracting will be allowed.

**Compliance with Laws**

The awarded contractor(s) must be compliant with all applicable federal, state and local laws, rules and regulations prior to and during the provision of all services under the contract resulting from this RFB/RFP. The awarded contractor(s) will be required to provide proof of workers compensation and disability benefits insurance coverage under New York State law or, if it is exempt from such coverage, proof of exemption.

**Implied requirements:**

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

**Silence of specifications:**

The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**Questions:**

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

Gabrielle Tanski  
Email: [GTANSKI@courts.state.ny.us](mailto:GTANSKI@courts.state.ny.us)

Please indicate in "Subject" field: OCA/JM-161 Question(s)

The deadline to submit questions is October 30, 2009 before 4:00 pm. No questions will be entertained after this deadline. A written response to all submitted questions in the form of a Questions & Answers (Q&A) sheet will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) in the addenda column for the appropriate solicitation a couple of days after the deadline. **No questions will be entertained after the deadline of October 30, 2009.**

**IMPORTANT:** All questions regarding this solicitation must be in writing and directed solely to the attention of the above-designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS/OCA in connection with this RFB/RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its proposal.

## II. RFB # OCA/JM-161

### Purpose and scope:

The New York State Unified Court System (hereafter UCS) Office of Court Administration (hereafter OCA) is soliciting sealed bids on behalf of the OCA - Jury Support Unit to provide maintenance on sixteen (16) Microplex Solid F24 laser printers and accessories/devices throughout the Unified Court System.

### Term of Award:

A single contract will be awarded for an initial two (2) year period from January 1, 2010 to December 31, 2011. The UCS reserves the right to renew such contract for three (3) additional one (1) year periods **upon the same terms and conditions except pricing** (See price escalation clause.) The UCS further reserves the right to extend the contract for a period of up to one-hundred and eighty (180) days upon written notification to contractor prior to the contract termination date, or its first and second renewal periods. Such extension shall also be at the same pricing, terms and conditions as the prior contract or renewal period. Any such renewal or extension shall be subject to approval by the Office of the State Comptroller (hereafter, OSC).

### Method of award:

A single award shall be made to the lowest responsible bidder who will quote the lowest grand total dollar cost for the initial term of the contract (2 years). Lowest grand total dollar cost is the sum of the following categories:

- Maintenance cost
- Emergency service cost
- Supplies cost

### Estimated Quantities and Locations of Existing Printers:

There are, at the time of this solicitation's issue, sixteen (16) printers installed and under maintenance contract throughout the Unified Court System, with each printer capable of printing up to six hundred thousand (600,000) pages per year.

These units are currently located, one in each of the following locations: Albany, Bronx, Binghamton, Plattsburgh, New York City, Brooklyn, Utica, Syracuse, Goshen, Staten Island, New City, Ballston Spa, Schenectady, Canton, Kingston and White Plains.

Any requirements specified in this solicitation constitutes estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied. The UCS does not guarantee that any specific number of printers and components shall be serviced nor that any specific number of courts and administrative offices will participate.

### Qualification of bidders:

The bidder must be capable of assuring the performance of all aspects of the product and services described in this solicitation and it must be a Microplex authorized repair service center. Documentation from the manufacturer indicating current status as an authorized repair service center must be included with bid response.

Additionally, no bid will be considered unless the firm submitting the bid maintains adequate service facilities. Upon request, bidder must provide any and all documentation in support of these requirements.

**Pricing:**

Prices shall include all requirements and services specified in this solicitation. Prices shall be firm for the initial two-year term of the contract. The existing printers were installed in November 2001.

**Price escalation:**

Price adjustments will be considered for renewal periods only, based on necessary, reasonable and documented factors beyond contractor's control for materials and supplies. Increase(s) will be considered for labor based solely on any increase(s) required pursuant to the prevailing wage rates as established by the NYS Department of Labor. Any request for increases must be submitted in writing with supporting documentation to OCA sixty (60) days prior to the start of any of the contract renewal periods.

**\*\*\* D E T A I L E D   S P E C I F I C A T I O N S   \*\*\***

**Maintenance Requirements:**

On-site maintenance service is required on the same day or the next day and it must be performed by a factory trained service representative. Emergency service shall be defined as a laser printer requiring service within two (2) hours. Emergency service must be specifically requested by the court or judicial office where the defective printer is located. Service representatives (qualified as noted above) should be available in all New York State counties. The bidder guarantees the availability of replacement parts which are wholly compatible with the existing model(s) and it further agrees and guarantees that no replacement parts will be used which are contrary to the manufacturer's specifications.

**Maintenance and Emergency Service Cost:**

Maintenance and emergency service cost per unit (printer) shall include parts, labor, travel, but not the supplies listed on the Pricing Sheet.

**Non-serviceability:**

In the event that replacement parts become unavailable for certain components, the awarded contractor shall continue to service these component for the duration of the initial term of the contract. Upon ninety (90) days written notification to UCS by the awarded contractor and upon the written agreement of UCS and the respective locations, such components shall be removed from the inventory under contract.

**Pricing Sheet Instructions:**

Please quote all price per unit and calculate all price extensions on the attached Pricing Sheet. In the event of bidder's miscalculation, the unit price will prevail. Also indicate the yield (printed pages) under "Supplies Cost." Pricing must be provided for all categories on the Pricing sheet. For any item for which there is no charge, please indicate "No Charge" or "N/C." Any blanks left in the Pricing Sheet will be interpreted as a "No Charge."

**PRICING SHEET**

**EXISTING LASER PRINTERS UNDER CONTRACT: MAINTENANCE COST**

<b>I. Maintenance Cost</b>			
Cost per Unit/Yr.	Est. Quantity	Cost/Yr.	Cost/2-Yr.
\$ _____	<b>x 16</b>	= \$ _____	<b>A. x 2 = \$ _____</b>

<b>II. Emergency Service</b>			
Cost per Unit/Yr.	Est. Quantity	Cost/Yr.	Cost/2-Yr.
\$ _____	<b>x 16</b>	= \$ _____	<b>B. x 2 = \$ _____</b>

<b>III. Supplies Costs</b>			
Item	Price per Unit	Yield (Printed Pages)	Cost/Page (CPP) [p/unit:yield]
Toner Kit	\$ _____	_____	\$ _____
Developer	\$ _____	_____	\$ _____
OPC Drum	\$ _____	_____	\$ _____
Fuser Kit	\$ _____	_____	\$ _____
Other (Specify): _____	\$ _____	_____	\$ _____
		Total CPP (for all supplies listed)	\$ _____

Total CCP Per Printer x Est. # of Pages Per Printer/Yr. x Est. # of Printers = Est. Cost per Year x 2-yr. Contract Term = C.  
 \$ \_\_\_\_\_ x **100,000** x **16** = \$ \_\_\_\_\_ x **2** = C. \_\_\_\_\_

**Grand Total Estimated Cost (Maintenance and Supplies)**  
**For 2-yr. Contract Term (SUM of A + B + C) = \$ \_\_\_\_\_**

Company Name: \_\_\_\_\_

Authorized Officer's Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_