

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
 Email: GTANSKI@courts.state.ny.us

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

PER ATTACHED SPECIFICATIONS

Bid Number: OCA/JM-167 Issue Date: January 28, 2010	Commodity Group:
Opening Date: February 18, 2010 Time: 3pm	Commodity Name: New Laser Printers: Purchase & Maintenance

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

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

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 dealer and 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 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. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website 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 RRB/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 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-167 due, February 18, 2010 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 February 18, 2010 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-167.

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. These forms are available at www.wcb.state.ny.us. Please note that ACORD Certificate of Insurance are NOT acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

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

Please indicate in "Subject" field: OCA/JM-167 Question(s)

The deadline to submit questions is February 8, 2010 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 in the addenda column for the appropriate solicitation a couple of days after the deadline. **No questions will be entertained after the deadline of, February 8, 2010.**

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-167

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 for the purchase of up to twelve (12) laser printers, model Microplex solid F34 with accessories/devices and software, as well as for supplies and onsite maintenance, by various UCS courts and judicial offices throughout the State of New York. All new equipment bid must be compatible

with currently installed Microplex solid F24 units and their accessories/devices and software.

Term of Award:

A single contract will be awarded for an initial two (2) year period from April 1, 2010 to March 31, 2012. 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's initial term expiration date, or its first and second renewal periods expiration dates. 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). The contract shall be for a maximum of five years, all renewals and extensions included.

Method of award:

A single award shall be made to the lowest dollar cost, responsible bidder. Lowest dollar cost is defined as the lowest total purchasing and operating cost of an estimated, maximum order of twelve (12) new laser printers with accessories/devices and software for the initial two (2)-year term of the resulting contract.

Estimated Quantities:

It is estimated that up to twelve (12) new laser printers may be purchased by the UCS courts and judicial offices over the initial two-year term of the contract, with each laser printer having the capacity to print up to approximately two hundred thousand (200,000) pages per month.

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 laser printers shall be purchased and serviced nor that any specific number of courts and judicial 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. The bidder must be an authorized dealer and repair service center for the brand of laser printer it proposes in its bid response. Documentation from the manufacturer indicating current status as an authorized dealer and repair service center must be included with the 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 quoted must be net f.o.b. destination and include full inside delivery and installation to the exact location(s) indicated on the purchase order(s). Prices shall include all requirements and services specified in this solicitation. Please refer to the paragraph "Pricing Sheet Instructions."

Price Increases

1. **Contract's initial term:** All prices shall remain **firm** throughout the initial 2-year contract period.
2. **Renewal Period(s): Reasonable, necessary and documented** cost increases to the contractor for any **renewal**

period **may be considered** for approval by UCS/OCA subject to the following:

- a. Only those increases applicable to materials, parts, and supplies, as the result of increases levied by the manufacturers, will be considered.
- b. The cost increases must not exceed the change in CPI (NSA) All-U from the twelve (12) months preceding the renewal period starting date.
- c. No increases associated with labor costs will be considered
- d. Contractor must submit a written request to UCS/OCA for allowable increase(s) at least sixty (60) days prior to the end of the initial contract period. Written requests shall be accompanied by any/all supporting documentation showing price increase(s) at the manufacturer's level, including manufacturer's invoices at the time of the beginning of the awarded contract and at the time of contractor's request for a price increase. Awarded vendor shall send its written request to:

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

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

Laser Printers Requirements:

All laser printers and accessories must

- **be new** and available in the manufacturer's **current product line**
- be Microplex Solid F34
- be compatible with the currently installed Microplex Solid F24.
- if the equipment is discontinued or unavailable during the life of the contract, an alternate model (new and in the manufacturers current product line) shall be made available to the UCS for purchase. The alternate model offered must be of equal or greater quality, meet or exceed this RFB's specifications, be compatible with the equipment currently installed and it may only be substituted with the express written permission of the OCA-jury support unit.
- have a tractor feed for using fanfold continuous paper
- include a bin to catch printer paper
- print at a minimum of 300 x 300 dpi at a minimum speed of 33 pages per minute (8 ½ " x 11")

- be able to print on 8 ½" x 14" paper at a weight of up to 38 lb. with cohesive strips to be used in a pressure sealer.
- be capable of printing up to 200,000 pages per month for a period of up to five (5) years

Required accessories/devices:

- Interface devices **must** include the following:
 - mainframe coax to a 3174 controller
 - ethernet
 - centronics parallel
 - paper stacker
- Emulation accessories **must** include the following software:
 - HP PCL5
 - QMS code V

On-site Maintenance and Emergency Service:

On-site maintenance must be available from the manufacturer's warranty date of expiration for new Microplex F34s for a minimum of five (5) years. On-site maintenance 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 model(s) existing and proposed and 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."

The UCS/OCA requests pricing for a possible, estimated maximum order of twelve (12) new laser printers so as to estimate the maximum possible cost of the of the resulting contract (see “Estimated Quantities”).

PRICING SHEET: OCA/JM-167 - LASER PRINTERS & RELATED SERVICES

Manufacturer and laser printer model: Microplex Solid F34

Page 1

I. PURCHASING COST (to include delivery and installation)		
Cost/unit for 1-12 New Printers	Maximum Est. Quantity Purchased	Maximum Est. Cost New Printers
\$ _____	x 12	= a.)

II. PURCHASING COST for ACCESSORIES/DEVICES (to include deliver and installation)			
Accessory/Device	Cost/unit for 1-12 Printers	Maximum Est. Quantity Purchased	Maximum Estimated Cost
<u>Interface:</u>			
Mainframe coax to A3174 controller	\$ _____	x 12	\$ _____
Ethernet	\$ _____	x 12	\$ _____
Centronics Parallel	\$ _____	x 12	\$ _____
Additional (Specify): _____	\$ _____	x 12	\$ _____
<u>Emulations:</u>			
HP PCLS	\$ _____	x 12	\$ _____
QMS Code V	\$ _____	x 12	\$ _____
Configuration	\$ _____	x 12	\$ _____
Additional (Specify): _____	\$ _____	x 12	\$ _____
<u>Additional Accessories/Devices:</u>			
Catcher Bin	\$ _____	x 12	\$ _____
Other (Specify): _____	\$ _____	x 12	\$ _____
Total Accessories Purchasing		and Devices Cost:	b)\$ _____

PRICING SHEET: OCA/JM-167 - LASER PRINTERS & RELATED SERVICES

III. MAINTENANCE COST:		
Two-year on-site maintenance service, starting after manufacturer's warranty expiration		
Cost per Unit/year	Cost per 2-yr. Contract Term	Cost per Maximum Estimated # of Copiers
\$ _____	x 2 = \$ _____	x 12 = c) \$ _____

IV. SUPPLIES COST			
Item	Price/Unit (P/U)	Yield (# of Printed Pages)	Cost per Page (CPP) [P/U x Yield = CPP]
Toner Kit	\$ _____	_____	\$ _____
Developer	\$ _____	_____	\$ _____
OPC Drum	\$ _____	_____	\$ _____
Fuser Kit	\$ _____	_____	\$ _____
Other (Specify): _____	\$ _____	_____	\$ _____
		Total CPP per Printer:	\$ _____

Total CCP per Printer x Est. # Pages per printer/yr x Max. Est. Quantity Of Printers = Est. Cost per Year
 \$ _____ x 100,000 x 12 = \$ _____ x 2 = d) _____

TOTAL PURCHASING AND OPERATING COST OF NEW EQUIPMENT FOR TWO (2) YEARS: [sum of a) + b) + c) + d)] = \$ _____

Company Name: _____

Authorized Officer's Name and Title: _____

Signature: _____ Date: _____