

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID/PROPOSAL—

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

Marie-Claude Ceppi NYS Office of Court Administration 25 Beaver Street, R-840 New York, NY 10004 (Agency Name and Address)
Direct Inquiries to: Marie-Claude Ceppi Email: Mceppi@courts.state.ny.us

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

Per attached RFB/RFP Specifications

Bid Number: RFB# OCA/RM-195	Commodity Group:
Issue Date: 10/12/2012	
Opening Date: Wednesday, November 7, 2012 Time: 3:00 PM	Commodity Name: HVAC/Air Conditioning Maintenance and Repairs

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities) UCS ATTACHMENTS I, III AND IV ATTACHED & INCORPORATED HEREIN. Mandatory walk-through and pre-bid conference on Monday, October 29, 2012 at 10:30 at the Brooklyn Army Terminal, Building A, 4th Floor, 140 58th Street, Brooklyn, NY 11220	Bidder's Quotation and Specific Description of Item Offered Respondents are to submit all required documentation and pricing in the format prescribed by the attached RFB/RFP Specifications.
---	--

NOTICE TO BIDDERS

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

- Complete this form in its entirety using ink or typewriter and return with all other documents.
- Explain any deviations or qualifications if your response deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.
- Sign the Solicitation Forms. The Bid/Proposal response must be completed in the name of the respondent (corporate or other) and must be fully and properly executed by an authorized person.
- INDICATE THE SOLICITATION NUMBER, THE OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED RESPONSE.
- Mail the bid/proposal response to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE RESPONSES 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.

RESPONSES MUST BE SIGNED

Bidder's Firm Name		Employer's Federal Identification Number NYS Vendor ID # (See "New York State Vendor File Registration" clause)	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Telephone Number Email Address	

DOCUMENTS ENCLOSURE CHECKLIST

____ Bid Response Form must be included in bidder's proposal. Failure to do so will immediately disqualify bidder's response.

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

- ____ UCS Request for Pricing Sheet with original signature
- ____ Attachment I, p.3 - Non-Collusive Bidding Certificate
- ____ Attachment I, p.4 - Corporate Acknowledgment
- ____ Attachment II - Not applicable
- ____ Attachment III - Vendor Responsibility Questionnaire
 - paper questionnaire attached, or
 - questionnaire filed online via OSC VendRep System and certified within 6 months prior to the bid opening date
- ____ Attachment IV - Procurement Lobbying forms
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)
 - Termination Clause (UCS 423)
- ____ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications.
For proof of workers' compensation and disability benefits insurance coverage, please submit the following forms: Workers Compensation Board Form # C-105.2 (workers' compensation coverage) and Form # DB-120.1 (disability benefits insurance coverage), or Form CE-200 (Certificate of Attestation of Exemption.) An ACORD Certificate of Insurance is NOT acceptable proof of NYS workers' compensation or disability benefits insurance coverage.
- ____ ACORD Certificate of Liability Insurance
- ____ Organizational Chart
- ____ Copies of Resumes, Certifications, etc.
- ____ List of at least three (3) references (names, contacts, addresses, phone numbers, emails)
- ____ Original bid response + three (3) complete copies
- ____ Documents Enclosure Checklist

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.

*****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). 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 and submit a paper 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/vendrep/vendor_index.tem or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Help Desk of the Office of the State Comptroller ("OSC") may be reached at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@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 UCS or OSC Help Desk 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.

3. New York State Vendor File Registration

Prior to being awarded a contract pursuant to this solicitation, the bidder(s) and any designated authorized reseller(s) who accept payment directly from the State 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 bid document. An authorized reseller already registered in the Vendor File must enter its ten-digit Vendor ID along with the authorized reseller's information on the first page of this bid document.

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 (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the awarded contractor. Once the process is initiated, awarded contractor 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: http://www.osc.state.ny.us/vendor_management/.

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 & 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. Complete the paperwork on the forms provided with this solicitation unless otherwise requested. Do not retype or amend any portion of this solicitation. 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.

Rejected and Unacceptable Bids/Proposals

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bid/proposal from any bidder who is in arrears to the State of New York upon any debt or in the performance of any contract; or who has previously defaulted on any contractual obligation, (as vendor, surety or otherwise), or other obligation to the State of New York; or who has been declared not responsible or disqualified by any agency of the State of New York; or who has any proceeding pending against them relating to the responsibility or qualification to receive or perform public contracts; or whose proposal is incomplete in any material respect. OCA also reserves the right to reject any bidder: (i) whose facilities and/or resources are, in the opinion of OCA, inadequate, too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid

specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, the 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 solicitation. 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. 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.

Indemnity

Awarded contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney's 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 awarded as a result of this bid; (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; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

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.

Compliance with Laws:

Awarded contractor must be compliant with all applicable federal, state and local laws, rules and regulations, including the health and safety codes, prior to and during the provision of all services under the contract resulting from this RFP. Said compliance shall include, but not be limited to, compliance with all EPA and OSHA regulations pertaining the refrigerant and refrigerant containers of HVAC systems.

Termination

In addition to any other rights or remedies it may have, UCS may terminate an agreement with awarded contractor upon written notice to contractor: (i) in the event that any representation made by the contractor in connection with this RFB shall prove to be false or misleading in any material respect, (ii) upon a determination that the contractor is non-responsible or (iii) if the awarded contractor defaults in the observance or performance of any of the terms and conditions of such agreement, and such default is not remedied within thirty (30) days after such notice has been delivered to contractor specifying the occurrence, omission, or failure giving rise to such default.

Early termination of the contract for cause may result in, among other consequences, 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 OSC guidelines on vendor responsibility and in the contractor's removal from the UCS/OCA's bidders list for future solicitations.

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.

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 ("Confidential Information"), 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. Awarded contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the Confidential Information.

Responsible Bidder

A bidder shall be defined as "responsible" in accordance with, but not limited to, compliance with this RFB's General and Detailed Specifications, references, past performance history, financial stability, 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.

Inspection of Bidder's/Contractor's Facility

Bidder's facilities shall be made available for inspection upon request, both prior and subsequent to award of a contract.

References

Bidders must submit with their bid response the names of at least three (3) client references (private, or governmental entities other than UCS) for whom bidder delivered similar products in the past **three** (3) years, including contact persons, telephone and fax numbers, email addresses, and size of account.

Financial Stability

Upon request by OCA, bidder shall provide its audited financial statements prepared in accordance with Generally Accepted Accounting Principles for the past three (3) consecutive years and a copy of its last three (3) annual reports.

Insurance Requirements

Awarded contractor(s) shall be required to maintain during the term of the contract, at their own cost and expense:

1. Workers' compensation and disability benefits insurance coverage as required under NYS law. Each bidder 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. Bidder 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. Please refer to the Document Enclosure Checklist for the Workers' Compensation Form numbers. A manual listing required forms and procedures may be obtained on the Workers' Compensation Board website at: <http://www.wcb.state.ny.us/content/main/Employers/IM.pdf>. Bidders without web access may contact the Workers' Compensation Advocate for Business office at (800) 628-3331 for additional information. Please note that an ACORD Certificate of Insurance is NOT acceptable proof of New York State workers' compensation or disability benefits insurance coverage. Only the proper forms as prescribed by the NYS Workers' Compensation Board shall be acceptable.

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

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

Commercial general liability insurance coverage shall be obtained from commercial insurance carriers licensed to do business in the State of New York and shall name UCS as an additional insured or loss payee as appropriate, and shall provide for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal.

Subcontracting

Subcontracting shall not be allowed without prior written approval of UCS.

If Bidder intends to subcontract any of the services or portion thereof required by this RFB/RFP, all subcontractors must be identified in bidder's proposal with a description of the services to be performed by the particular subcontractor.

Any changes in subcontractors by awarded contractor, will be subject to the prior written approval of UCS in its sole discretion. The names must be submitted in ample time to permit acceptance or rejection of each proposed subcontractor by UCS without causing delay in the services required by the contract.

The awarded contractor will be the prime contractor and will be responsible for all services required by this RFB/RFP. The UCS will communicate only with awarded contractor and the awarded contractor shall remain wholly liable for the performance by and payment to any subcontractors, their employees, agents, consultants or representatives.

Estimated Quantities

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

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:

Marie-Claude Ceppi
Management Analyst
New York State Office Of Court Administration
25 Beaver Street, Room 840
New York, NY 10004

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

"Deliver immediately to Marie-Claude Ceppi"
"Sealed bid - Do not open"
"OCA/RM-195 due November 7, 2012, at 3:00 pm"

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 7, 2012, at 3:00 pm 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: Marie-Claude Ceppi, 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/RM-195.

II. RFP # OCA/RM-195

Purpose and Scope:

The New York State Unified Court System (hereafter "UCS") Office of Court Administration (hereafter "OCA") Office of Records Management (hereafter "ORM") is soliciting sealed bids to establish a single, estimated quantity term agreement to provide preventive maintenance and repair services of the HVAC /air conditioning equipment (sometimes hereinafter, "Services") located in the OCA storage space at the Brooklyn Army Terminal (hereafter "BAT"). This equipment consists of:

- Twenty-four (24) 5HP/each Liebert Challenger 3000 Units, Model # BK061G-AAEI
- Eight (8) 15-ton/each Liebert Glycol Dry Coolers, Mod. # PDD-333-A2SS
- Two (2) 10HP/each Skymark Packaged Units, Mod. # VAC-120E34B-B

Term of Award:

A single estimated quantity term contract will be awarded for an initial term of 3 years starting on or about June 1, 2013. The OCA/ORM reserves the right to renew for an additional two (2) one (1)-year periods at the same terms and conditions except pricing. The OCA/RM also reserves the right to extend the contract for a maximum of one hundred and eighty (180) days after either the end of the initial term or the end of the first renewal period. The maximum life of the contract will be five (5) years. The original contract and all renewals or the extension are subject to the approval of the NYS Attorney General and the NYS Comptroller.

Bidder's Qualifications

Bidder's response must document its current and ongoing experience in providing the full range of services contained in this RFP's specifications or the response may be rejected. To be considered, bidder must have been in the commercial HVAC business for a minimum of five (5) years and must have all the equipment needed to perform the services described herein. UCS reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract.

The response must document that bidder and all its employees have all the certifications and licenses relating to the performance of the services described herein that, in accordance with current industry standards, are required by all relevant professional organizations and governmental authorities. Bidder must also document that its employees are well trained and thoroughly skilled in the performance of the required HVAC services. Technicians who will be performing repairs or replacing major components must have a minimum of three (3) years' experience. Bidder shall provide an organizational chart identifying the names and titles of the Account Manager and team members responsible for the Unified Court System's account. The Account Manager's business address, phone and fax numbers as well as e-mail address should be provided. For each team member, including technicians, bidder shall list his/her position, responsibility, education, certification or license if any, and relevant experience for

the past three (3) years. Bidder shall provide copies of resumes, as well as copies of licenses/certifications if any, for each technician assigned to the OCA/ORM account; the awarded contractor shall provide copies of resumes as well as copies of licenses/certifications if any, for those technicians it hires during the course of the contract, who will be assigned to the OCA/ORM account. The OCA/ORM Representative shall have the right to reject any specific technicians whose qualifications and/or work performance he or she determines to be inadequate, both at the start of and during the term of the contract.

Mandatory Walk-Through and Pre-Bid Conference:

A **mandatory pre-bid conference** at the Brooklyn Army Terminal (“BAT”) storage facilities is scheduled on **Monday, October 29, 2012 at 10:30 am**. The meeting point is the Brooklyn Army Terminal, Building A, 4th Floor, 140 58th Street, Brooklyn, NY 11220. Bidders should allow approximately three (3) hours for the pre-bid conference, which will include a mandatory walk-through of the BAT facilities immediately followed by a sit-down questions and answers session. This pre-bid conference will be bidders’ last opportunity to raise questions. Bidders will be asked to sign-in. Bidders must attend this pre-bid conference or their bid responses will be disqualified. Please email Marie-Claude Ceppi to indicate your planned attendance.

Questions

Questions may be addressed by email only to:

Marie-Claude Ceppi
Mceppi@courts.state.ny.us

Please indicate in the Subject field of the email “OCA/RM-195 Questions.”

No questions will be accepted after 5:00 pm on Tuesday, October 23, 2012. A written Questions & Answers (Q&A) will be distributed at the mandatory pre-bid conference. Any questions raised at the pre-bid conference and their answers will be incorporated in a revised Q&A which will be sent only to those bidders who attended the mandatory walk-through and pre-bid conference.

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

Pricing:

MAINTENANCE: Bidder shall quote a MAINTENANCE rate per month, which shall include all parts, labor and repairs as defined under MAINTENANCE in the Technical Specifications. Should any item serviced or replaced by awarded contractor fail to operate properly within a warranty period, as set forth in the Technical Specifications, repeat service, including corrective parts, materials and labor shall be promptly performed at no cost or expense to the UCS.

EMERGENCY REPAIRS: Bidder shall quote a rate per man/hour for emergency repairs to be done on any day of the week, including week-ends and national holidays. See EMERGENCY REPAIRS in the Technical Specifications.

REPLACEMENT PARTS: Bidder shall quote its per unit price for all of the parts listed on the Bid Response Form. The price for replacement parts shall include all charges associated with delivering and installing the part including, but not limited to shipping and labor.

If OCA/RM notices a need for non-emergency replacement of a part or parts and/or repair(s) to the equipment between scheduled MAINTENANCE dates, such replacement of a part or parts and/or repair(s) shall be performed at the next scheduled MAINTENANCE. Should any parts be needed that are not covered under MAINTENANCE, they shall be charged according to the provision described in the previous paragraph.

The OCA/ORM shall not compensate for travel time nor mileage.
Pricing shall be net of taxes (UCS as a State entity is tax exempt).

All prices shall remain **unchanged** throughout the initial 3-year contract period.

Price Increases

Reasonable, necessary and documented cost increases to the contractor for the first renewal period of the contract may be considered for approval by OCA/ORM subject to the following:

The UCS will examine a request by the awarded vendor for a price increase for the optional, first renewal term of the contract only. A request for a price increase shall be submitted to the contact person named below, accompanied by all necessary supporting documentation, including suppliers invoices, attesting to the need for a price increase. The maximum permitted price increase shall not be greater than the percentage change in the Consumer Price Index for all Urban Consumers - New York-Northern NJ-Long Island (Index 1982-1984 = 100) ("CPI"), Not Seasonally Adjusted ("NSA") over the CPI as of the commencement date of the initial contract term, subject to a maximum increase of five percent (5%). Pricing shall remain unchanged during the optional, second renewal period.

The request for a price increase shall be submitted in writing no sooner than, but at least sixty (60) days prior to the end of the initial term of the contract:

Marie-Claude Ceppi
Management Analyst
NYS Office of Court Administration
25 Beaver Street, R-840
New York, NY 10004

Method of Award

A single contract will be awarded to the responsible bidder who scores the highest total points for a maximum of 100 points for the categories indicated below. Cost is defined as the total cost for the initial three (3)-year term of the contract.

The formula to compare bidders' costs is: $(L/R) \times \text{Max points} = \text{Points}$

Example: L (lowest) = \$100 R (2ndlowest) = \$125 Max points = 40 Example: $(100/125) \times 40 = 32$ points

- | | |
|---|----------------|
| 1. TOTAL COST FOR INITIAL 3-YEAR TERM OF THE CONTRACT | Max. 40 points |
| 2. EMERGENCY REPAIRS - Labor Cost | Max. 10 points |
| 3. REPLACEMENT PARTS | Max. 30 points |
| 4. ORGANIZATIONAL CAPACITY | Max. 20 points |
| a) Years in commercial HVAC service | 10 points |
| b) Number of licensed technicians available for UCS | 10 points |

Work Orders:

After completing each inspection, maintenance, and/or repair call, the awarded vendor shall submit to the OCA/ORM Representative a work order stating the unit(s) information (model and serial numbers, manufacturer, location) and shall provide an itemized listing of all parts replaced, the number of man/hours worked, and any other information pertinent to the proper maintenance of the system. (See "Payment" below).

Payment:

A work order, including the information set forth above, will be attached to each invoice. Labor for Emergency Repairs shall be paid at the rates quoted in the bid proposal.

Invoices for maintenance shall be submitted on a monthly basis in arrears. Invoices for replacement parts and invoices for emergency repairs shall be submitted separately. All invoices, once approved by OCA/ORM, shall be paid in the normal course of state business.

Invoice back-up documentation shall include:

1. A copy of the work order (service ticket) signed by the OCA/ORM Representative.
2. Itemized work time and date of service with the labor charges (including rates) clearly shown.
3. Itemized list of vendor supplied materials.

Safety:

The awarded contractor shall warrant that the machinery, equipment and other materials required for the performance of the services specified herein comply with all provisions of the Occupational Safety and Health Act in effect at the time service and/or repairs are performed. The awarded contractor shall also warrant that each and every chemical substance contained in the products/parts used comply with the Toxic Substance Control Act (PL94-469) in effect at the time of service/repairs. The awarded contractor further warrants that all materials required for the performance of the contract that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order, will be packaged, labeled, marked and shipped in compliance with all applicable laws and regulations, including but not limited to those specified above.

Performance of Services:

1. All work shall be installed complete in place, mounted-in correct position, connected or applied, where applicable, and fully adjusted and in operating condition. Services shall be performed to the satisfaction of UCS in a professional and workmanlike manner consistent with industry standards and any applicable codes, rules or regulations.
2. Absolutely no asbestos containing material shall be used in conjunction with the performance of Services.

3. Awarded contractor shall confine operations at the site to areas necessary to perform Services, and shall maintain suitable, adequate and lawful barricades, guard lights, warning and all safeguards, to protect all property and personnel, public or private.

4. Awarded contractor at all times shall keep its work area free from accumulation of waste materials or rubbish caused by its operations. Awarded contractor shall not unreasonably encumber the work area with any materials or equipment and shall take all necessary precautions to ensure against fire or other casualty during performance of Services.

Removal of Hazardous Materials:

The awarded contractor shall, at no additional cost to UCS, be responsible for cleaning, removing and disposing of all Hazardous Materials, toxic substances, pollutants, contaminants or wastes related to the operation and maintenance of the HVAC system. As used in this paragraph, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is regulated, or becomes regulated, by the United States Government (or by any State, local, or other governmental authority) and may include, but shall not be limited to, refrigerants, oils, lubricants, glycol, freon, cleaning products, solvents, brazing, brazing fumes, solders, and any mold and microbiological organisms or agents of any kind, whether organic or inorganic, encountered in the process of maintaining and repairing the HVAC system. The awarded contractor will be responsible for obtaining and maintaining throughout the contract term any certifications or licenses that may be required by any state, federal or local authorities to remove and dispose of such materials.

Cleaning:

Upon completion of a regular maintenance call or repair service, the awarded vendor shall leave the work area broom-clean and free of all materials, debris and equipment. In addition, the awarded contractor shall, at no additional cost to UCS, dispose of all parts, materials and other substances, if any, removed or replaced in the performance of maintenance service and repairs.

Damage to Existing Property:

Awarded contractor shall be liable to UCS for damage to property, including, but not limited to records of the OCA/ORM stored at the BAT, and injury to persons caused by the negligence of contractor or of persons under its direction and control. Contractor shall restore any damage caused as a result of the performance of Services. In addition to any other legal remedies available to UCS, if the Contractor fails to clean up or restore any such damage, UCS may do so and the cost thereof shall be charged to the contractor and, at the option of UCS, set off against any moneys owed by Owner to Contractor.

Warranties:

Upon completion of maintenance service or repairs, the awarded contractor shall warrant that the unit shall operate at maximum efficiency, that labor shall be warranted for a one (1) year period from the date the maintenance and/or repairs are performed and that all parts and equipment shall be warranted for a ninety (90) day period after the maintenance and/or repairs are performed or for the manufacturer's warranty, whichever is longer. The warranty for compressors shall be five (5) years. The awarded contractor shall perform all such repairs to parts and equipment under both standard and extended manufacturer's warranties at no additional cost to OCA/ORM, both during the

contract term and after the contract has expired, if such warranties are still in effect. Any manufacturer warranties for parts replaced by the awarded contractor shall extend to UCS.

Unforeseen Events:

Bidder must indicate in its proposal its procedures regarding the provision of services during a labor strike, a national emergency or disaster, a fire or other natural disaster.

UCS Responsibilities:

The OCA/ORM shall promptly notify the awarded contractor of any unusual operating conditions.

Storage space will be provided at the BAT for parts, tools and equipment belonging to the awarded contractor, at the discretion of UCS. Awarded contractor shall not keep any flammable, toxic or Hazardous Materials in storage area. UCS shall not be responsible for any items or materials stored in such storage area.

An OCA/ORM Representative must be on site at the time service and/or repairs are performed by the awarded contractor and **technicians will be required to check in and out of the facilities with the OCA/ORM Representative.**

***** TECHNICAL SPECIFICATIONS *****

Maintenance services to be performed by awarded contractor shall include parts (chargeable at the pricing set forth in bidder's Bid Response Form), labor and all consumable items required to perform preventive maintenance and maintain the HVAC equipment in proper working order, including, but not limited to belts, filters, hoses, oils, lubricants and refrigerants, as well as all consumables listed below, items 1 through 18.

MAINTENANCE services shall also include, checking, testing, cleaning, lubricating, replacing or installing any HVAC component, unit, piping, insulation, duct work, belts, control system, wiring to main panels, conduit, cooling towers, filters and any other ancillary equipment associated with the complete HVAC system.

Awarded contractor shall promptly notify UCS of any problems preventing the HVAC equipment from operating properly and/or requiring corrective repairs. Non-scheduled corrective repairs shall be performed only upon the written consent of UCS.

Awarded contractor shall perform the specific preventive and corrective maintenance services described below:

Inspection of the air conditioning system for preventive and corrective maintenance shall be performed on a monthly basis, approximately every four (4) weeks; the interval between inspections must be a minimum of three (3) weeks but shall not exceed five (5) weeks. Monthly maintenance will include, but not be limited to the following:

1. Inspecting, detecting and repairing refrigerant gas (freon), glycol, and water leaks.
2. Recharging with refrigerant gas (Freon) when needed.
3. Replacing, partially or totally, any and all refrigerants and glycol.
4. Maintaining and repairing extended water and glycol lines when necessary.
5. Maintaining adequate lubricant levels in all equipment and all moving parts, including but not limited to fans, bearings, belts, linkages, valves, etc. Checking the performance of all components including the safety controls and operating pressure. Recording operating pressures and cooling temperatures variants.
6. Checking and/or replacing belts and hoses. Belts must be checked for proper tension and line.
7. Checking the performance of all components, including the safety controls and operating pressure. Recording operating pressures and cooling temperatures variants.
8. Providing and installing all new air filters and hi-efficiency, pleated, filters for all A/C units and dry coolers, as well as providing and replacing any other materials necessary to the proper functioning of the filters. There shall be no limitations to changing filters. Filters for glycol units must be changed at least monthly. The HVAC filters shall be changed as needed.
9. Checking and adjusting blower components.
10. Checking heat lamps for proper operations.
11. Cleaning of evaporator and/or condensing coils.
12. Cleaning units coils and air handlers when necessary.
13. Cleaning drip pans, existing ducts and grills, as well as any clogged lines.
14. Chlorine tablets shall be added, as required, to all HVAC systems.
15. Seasonal changing-over of cooling and heating elements and systems: checking the entire air conditioning system to make it operative for the summer; switch to heating cycle for the winter as well as drain water from the system and pump down refrigeration cycle so as to store refrigerant in appropriate receivers.

16. Maintaining all electrical equipment, including checking the electrical wiring, terminals, contacts and controls, and all thermostats, and maintaining water supply and drainage fixtures and equipment, that are part of the HVAC system.
17. Checking motor amperages to avoid overloads.
18. Repairing, replacing and calibrating pneumatic (switching gages for pumps) controls.

EMERGENCY REPAIRS are defined as those repairs to address an equipment and/or system failure that compromises the safety and integrity of Court records. The awarded contractor's technician(s) must be on site at the BAT within three (3) hours of having received the call from UCS/ORM, any day of the week, including weekends and holidays, 24 hours a day.

The awarded contractor shall provide the UCS/ORM with an toll-free telephone number to call for repairs and emergency services, twenty-four (24) hours a day, seven (7) days a week. The OCA/ORM Representative will be entitled to request a free estimate of the repairs required or recommended, and he/she will be required to approve all necessary repairs before they are made. If any of the replacement parts listed below are needed in an emergency repair, the actual time to install such part(s) will not be included in the time charged to UCS under EMERGENCY REPAIRS, as the part(s) price quoted includes shipping and installing.

REPLACEMENT PARTS

For each of the three pieces of equipment located at BAT, parts include, but are not limited to:

- Bearing/shaft
- Belt pulley
- Circuit conductor
- Compressors
- Condensate pump
- Control circuit board
- Electronic components
- Fan blower
- Fan housing
- Fly-wheel
- Heating coil element
- Humidifier lamp
- LCD display board
- Motor mount
- Solenoid valve
- Transformer

All parts shall be covered by their manufacturer's warranty (see "Warranties.") The cost of the parts listed above as well as any other parts that may be needed but that are not specifically listed above shall include shipping and installing. The awarded contractor shall provide and replace all parts, materials, supplies and lubricants conforming to the manufacturer's part number and instructions. All replacement parts shall be new, "OEM" original manufacturer parts, or if not available, of equal or better quality than the original parts, and shall be wholly compatible with the HVAC system and shall not in any manner be contrary to the manufacturer's specifications for the HVAC system components.

LIST OF EQUIPMENT

Twenty-four (24) 5HP/each Liebert Challenger 3000 Units, Model # BK061G-AAEI

Eight (8) 15-ton/each Liebert Glycol Dry Coolers, Mod. # PDD-333-A2SS

Two (2) 10HP/each Skymark Packaged Units, Mod. # VAC-120E34B-B

BID RESPONSE FORM

Initial Term (3 years)

1. MAINTENANCE

rate/month \$ _____ x 36 months = \$ _____

2. EMERGENCY REPAIRS

Monday - Friday 5:00 pm to 9:00 am next day

(labor) rate/man/hour \$ _____ x 3 hours = \$ _____

National holidays, Saturdays & Sundays

(labor) rate/man/hour \$ _____ x 3 hours = \$ _____

Total Emergency Repairs = \$ _____

3. REPLACEMENT PARTS:

24 - 5HP/each LIEBERT CHALLENGER 300 UNITS, MODEL # BK061G-AAEI

<u>Price Per Unit:</u>		<u>Estimated # of units</u>	
Bearing/Shaft	\$ _____	X 24	= \$ _____
Belt Pulley	\$ _____	X 24	= \$ _____
Circuit Conductor	\$ _____	X 1	= \$ _____
Compressor	\$ _____	X 1	= \$ _____
Condensate Pump	\$ _____	X 6	= \$ _____
Control Circuit Board	\$ _____	X 1	= \$ _____
Fan Housing	\$ _____	X 5	= \$ _____
Fan Blower	\$ _____	X 5	= \$ _____
Fly - Wheel	\$ _____	X 8	= \$ _____
Heating Coil Element	\$ _____	X 1	= \$ _____
Humidifier Lamp	\$ _____	X 1	= \$ _____
Humidifier Water Make Up Valve	\$ _____	X 2	= \$ _____
LCD Display Board	\$ _____	X 1	= \$ _____
Motor Mount	\$ _____	X 1	= \$ _____
PVC Fitting	\$ _____	X 3	= \$ _____
Solenoid Valve	\$ _____	X 5	= \$ _____
Transformer	\$ _____	X 1	= \$ _____
Water Sensor	\$ _____	X 24	= \$ _____
Wet Switch	\$ _____	X 1	= \$ _____
Total Price for Replacement Parts			= \$ _____

BID RESPONSE FORM (cont.)

8 - 15-ton/each LIEBERT GLYCOL DRY COOLERS, MOD. # PDD-333-A2SS

<u>Price Per Unit:</u>			<u>Estimated # of units</u>		
Bearing/Shaft	\$ _____	X	8	=	\$ _____
Belt Pulley	\$ _____	X	8	=	\$ _____
Circuit Conductor	\$ _____	X	3	=	\$ _____
Circulation Pump	\$ _____	X	2	=	\$ _____
Compressor	\$ _____	X	4	=	\$ _____
Dry Cooler Motor	\$ _____	X	2	=	\$ _____
Fan Blower	\$ _____	X	3	=	\$ _____
Fan Housing	\$ _____	X	3	=	\$ _____
Fly - Wheel	\$ _____	X	8	=	\$ _____
Motor Mount	\$ _____	X	1	=	\$ _____
Transformer	\$ _____	X	1	=	\$ _____
Total Price for Replacement Parts				=	\$ _____

2- 10HP/each SKYMARK PACKAGED UNITS, MOD. VAC-120E34B-B

<u>Price Per Unit:</u>			<u>Estimated # of units</u>		
Bearing/Shaft	\$ _____	X	4	=	\$ _____
Belt Pulley	\$ _____	X	4	=	\$ _____
Circuit Conductor	\$ _____	X	4	=	\$ _____
Compressor	\$ _____	X	4	=	\$ _____
Condenser Motor	\$ _____	X	2	=	\$ _____
Contact Switch	\$ _____	X	3	=	\$ _____
Fan Housing	\$ _____	X	1	=	\$ _____
Fan Blower	\$ _____	X	1	=	\$ _____
Fly - Wheel	\$ _____	X	3	=	\$ _____
Motor Mount	\$ _____	X	1	=	\$ _____
Transformer	\$ _____	X	1	=	\$ _____
Total Price for Replacement Parts				=	\$ _____

GRAND TOTAL COST FOR 3 YEARS = \$ _____
 Sum of Total Cost of Maintenance, labor cost for Emergency Repair Services and Replacement Parts

BID RESPONSE FORM (cont.)

Company Name: _____

Authorized Officer's Name and Title: _____

Signature: _____ Date: _____