



STATE OF NEW YORK
UNIFIED COURT SYSTEM
 OFFICE OF COURT ADMINISTRATION
 DIVISION OF ADMINISTRATIVE SERVICES
 CONTRACT & PROCUREMENT ADMINISTRATION
 42 KARNER ROAD
 ALBANY, NEW YORK 12205
 (518) 869 - 4732

JONATHAN LIPPMAN
 Chief Administrative Judge

LAURA WEIGLEY ROSS
 Director Division of Administrative Services

ANN T. PFAU
 First Deputy Chief Administrative Judge

*** * * NOTICE OF AWARD * * ***

CONTRACT/AWARD NUMBER PA03686 MUST APPEAR ON ALL PURCHASE
 ORDERS AND VOUCHERS ISSUED.

PROPOSAL NUMBER: OCA/CPA-298

COMMODITY: LASER PRINTERS AND RELATED SERVICES

CONTRACT TERM: NOVEMBER 01, 2004 - OCTOBER 31, 2006 WITH THREE (3)
 ADDITIONAL ONE (1) YEAR OPTIONS AND UP TO 180 DAY EXTENSION

VENDOR:

FEDERAL ID. #:

EASTERN TERMINALS & COMMUNICATIONS, INC.
 166C FAIRVIEW AVENUE
 WESTWOOD, NJ 07675
 MR. HOWARD RADOW

13-2834047

PHONE: (800) 382-8376

PRICING: AS INDICATED ON ATTACHED PRICING SCHEDULE- **NET F.O.B. DESTINATION**
 INCLUDING SHIPPING & INSTALLATION.

INQUIRIES MAY BE ADDRESSED TO:

BETTY FALTERMEIER, COURT ANALYST
 CONTRACT & PROCUREMENT ADMINISTRATION
 N.Y.S. OFFICE OF COURT ADMINISTRATION
 42 KARNER ROAD
 ALBANY, NY 12205
 (518) 869-4732

APPROVED
 DEPT. OF AUDIT & CONTROL

APPROVED OCT 22 2004

Kenneth C. Conway

FOR THE STATE COMPTROLLER

FOR THE UNIFIED COURT SYSTEM

[Signature]

 GLENN R. HARRISON
 CONTRACT & PROCUREMENT ADMINISTRATOR

DATE: 08:31:04

PRICING SCHEDULE

	<u>PRICE</u>
MICROPLEX SOLID F24	\$3992.00
PLUS 1 ST YEAR MAINTENANCE (WARRANTY)	<u>880.00</u>
TOTAL	\$4872.00

INTERFACE OPTIONS

MAINFRAME COAX TO A 3147 CONTROLLER	1060.00
ETHERNET	NO CHARGE
CENTRONICS PARALLEL	NO CHARGE

EMULATION OPTIONS

HP PCL5	NO CHARGE
QMS CODE V	NO CHARGE

OPTIONS

CATCHER BIN - POWER STACKER	1176.00
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MAINTENANCE PRICING

PER YEAR	1195.00
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<u>SUPPLIES</u>	<u>YIELD</u>	<u>QTY/CTN</u>	<u>PRICE/EACH</u>
TONER KIT	20,000	1	90.00
DEVELOPER	100,000	1	250.00
OPC DRUM	30,000	1	184.00
FUSER KIT	300,000	1	350.00

INITIAL SUPPLIES: ONE EACH - DEVELOPER, OPC DRUM, FUSER KIT AND TONER KIT - NO CHARGE WITH THE PURCHASE OF A NEW PRINTER.

***** GENERAL SPECIFICATIONS *****

**RFB# OCA/CPA-298
LASER PRINTERS AND RELATED SERVICES**

**BID OPENING: 08/17/04
11:00 AM**

NOTE: IN ADDITION TO SUCH OTHER SPECIFICATIONS AND CRITERIA PRESENTED HEREIN, THE NYS UNIFIED COURT SYSTEM STANDARD REQUEST FOR BID CLAUSES & FORMS - ATTACHMENT I IS ATTACHED HERETO AND MADE A PART HEREOF.

PURPOSE AND SCOPE:

THE NEW YORK STATE UNIFIED COURT SYSTEM (HEREAFTER UCS) OFFICE OF COURT ADMINISTRATION, CONTRACT & PROCUREMENT ADMINISTRATION (HEREAFTER "C&PA") IS SOLICITING SEALED BIDS ON BEHALF OF THE OCA - JURY SUPPORT UNIT FOR THE PROVISION OF MICROPLEX SOLID F24, OR EQUAL, LASER PRINTERS, ACCESSORIES, SUPPLIES AND MAINTENANCE (PARTS, LABOR, SUPPLIES AND ON SITE SERVICE) FOR USE THROUGHOUT NEW YORK STATE. EXACT DELIVERY LOCATIONS WILL BE PROVIDED TO THE VENDOR AT A LATER DATE. THIS SOLICITATION ALSO REQUIRES PRICING FOR MAINTENANCE ON EXISTING PRINTERS AND ACCESSORIES; MICROPLEX SOLID F24 MODELS AND ACCESSORIES, THEREFORE BIDDER MUST BE A MICROPLEX AUTHORIZED REPAIR SERVICE AND ALL EQUIPMENT BID MUST BE COMPATIBLE WITH THOSE UNITS AND ACCESSORIES. PRICING MUST BE PROVIDED FOR MAINTENANCE ON THE EXISTING LASER PRINTERS WHICH ARE CURRENTLY UNDER MAINTENANCE AGREEMENTS.

TERM OF CONTRACT:

A SINGLE CONTRACT WILL BE AWARDED FOR AN INITIAL TWO (2) YEAR PERIOD COMMENCING NOVEMBER 1, 2004 THROUGH OCTOBER 31, 2006. THE UCS RESERVES THE RIGHT TO RENEW SUCH CONTRACT FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS UPON THE SAME TERMS AND CONDITIONS . (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 CONTRACT TERMINATION DATE, OR ANY RENEWAL PERIOD THEREOF. SUCH EXTENSION SHALL ALSO BE UPON 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).

PRICE ESCALATION:

PRICE ADJUSTMENTS WILL BE CONSIDERED FOR YEARS THREE (3), FOUR (4) OR FIVE (5) 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 THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR FORTY-FIVE (45) DAYS PRIOR TO THE START OF THE THIRD, FOURTH OR FIFTH YEAR CONTRACT PERIOD.**

REQUIRED COPIES:

IN ADDITION TO ALL REQUIRED ORIGINAL RFB DOCUMENTS (EXECUTED RFP FORM, NON-COLLUSIVE BIDDER CERTIFICATE, ACKNOWLEDGMENT, BID RESPONSE FORM BROCHURES) AND ANY OTHER REQUIRED DOCUMENTATION, ETC. **BIDDER MUST INCLUDE FOUR (4) COPIES OF ALL SUCH MATERIAL. FAILURE TO PROVIDE SAME MAY RESULT IN DISQUALIFICATION OF BIDDER'S RESPONSE !!**

PLEASE NOTE: ALL COPIES OF THE PROPOSAL SHOULD NOT BE SUBMITTED IN A THREE-RING BINDER, OR IN ANY OTHER BOUND FASHION. PLEASE SUBMIT THE COPIES BOUND ONLY BY RUBBER BANDS, CLIPS OR SIMILAR DEVICES.

COMPLIANCE WITH LAWS:

CONTRACTORS SHALL BE COMPLIANT WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS.

LIABILITY - PERSONAL INJURY:

AWARDED CONTRACTOR SHALL HOLD HARMLESS THE STATE OF NEW YORK, THE UNIFIED COURT SYSTEM AND THE OFFICE OF COURT ADMINISTRATION WITH RESPECT TO ANY INJURIES SUSTAINED BY CONTRACTOR'S EMPLOYEES, AGENTS, SUBCONTRACTORS, ETC. DURING THE CONTRACT PERIOD.

LIABILITY - PROPERTY DAMAGE:

AWARDED CONTRACTOR SHALL BE LIABLE FOR DAMAGES CAUSED TO ANY EQUIPMENT/FURNISHINGS OF THE COURT/AGENCY CAUSED BY THE

NEGLIGENCE OR ABUSIVE ACTS OF ITS EMPLOYEES OR SUBCONTRACTORS. RESTORATION OR REPLACEMENT OF THE ITEM(S) DAMAGED SHALL BE TO THE SATISFACTION OF THE COURT OR DISTRICT/ADMINISTRATIVE OFFICE.

METHOD OF AWARD:

AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE SINGLE BIDDER DETERMINED TO BE IN COMPLIANCE WITH THIS RFB AND SPECIFICATIONS.

LOWEST COST SHALL BE DETERMINED BY CALCULATING THE TOTAL OPERATING COST OF A SINGLE UNIT FOR THE INITIAL TWO (2) YEAR PERIOD (COST OF UNIT, MAINTENANCE, SUPPLY PRICING AND YIELD FOR APPROXIMATELY 200,000 PAGES PER YEAR) **PLUS** MAINTENANCE FOR A SINGLE **EXISTING** UNIT FOR A TWO (2) YEAR PERIOD. THERE ARE APPROXIMATELY 16 EXISTING UNITS, WHICH 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. IN THE EVENT OF A BIDDER MISCALCULATION, THE UNIT PRICE WILL PREVAIL.

RESPONSIBLE SHALL BE DEFINED TO INCLUDE, BUT NOT BE LIMITED TO, COMPLIANCE WITH THE SPECIFICATIONS HEREIN, BIDDER'S PERFORMANCE HISTORY, FINANCIAL STABILITY, AVAILABILITY OF PRODUCT, EXPERIENCE WITH COMPARABLE AWARDS/CONTRACTS AND SERVICING RESOURCES.

REFERENCES:

BIDDERS MUST PROVIDE AT LEAST FOUR (4) REFERENCES FOR THE PRODUCT BID INCLUDING COMPANY/ AGENCY NAME, COMPLETE ADDRESS, CONTACT NAME, TITLE AND TELEPHONE NUMBER.

QUALIFICATION OF BIDDERS:

BIDS WILL BE ACCEPTED ONLY FROM THOSE BIDDERS CAPABLE OF ASSURING THE PERFORMANCE OF ALL ASPECTS OF THE PRODUCT AND SERVICES DESCRIBED HEREIN AND ARE AUTHORIZED DEALERS FOR THE PRODUCT PRESENTED. **DOCUMENTATION FROM THE MANUFACTURER INDICATING CURRENT STATUS AS AN AUTHORIZED DEALER MUST BE INCLUDED WITH BID RESPONSE.** 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.

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.

SUB-CONTRACTING:

BIDDER MUST CLEARLY STATE, IN WRITING, ANY OPERATIONS WHICH WILL BE SUB-CONTRACTED AND TO WHICH COMPANY. ANY SUCH SUB-CONTRACTING SHALL BE SUBJECT TO PRIOR ACCEPTANCE AND APPROVAL OF THE UCS.

PRICE:

PRICES QUOTED SHALL BE **NET F.O.B. DESTINATION AND INCLUDE FULL INSIDE DELIVERY AND INSTALLATION** TO THE EXACT LOCATION(S) INDICATED ON THE PURCHASE ORDER(S). IT SHALL BE INCLUSIVE OF ALL REQUIREMENTS AND SERVICES CONTAINED HEREIN.

MAINTENANCE:

MAINTENANCE MUST BE AVAILABLE FOR A MINIMUM OF FIVE (5) YEARS FROM DATE OF PRINTER INSTALLATION.

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. ACCORDINGLY, THE AWARD SHALL BE FOR AN **ESTIMATED QUANTITY TERM CONTRACT**.

THE TOTAL ESTIMATED QUANTITY IS APPROXIMATELY 12 PRINTERS THROUGHOUT NEW YORK STATE. PRINTERS MAY BE ORDERED IN SINGLE OR MULTIPLE QUANTITIES THROUGHOUT THE TERM OF THIS CONTRACT.

IMPLIED REQUIREMENTS:

PRODUCTS AND SERVICES THAT ARE NOT SPECIFICALLY REQUESTED IN THIS RFB, BUT WHICH ARE NECESSARY TO PROVIDE THE FUNCTIONAL CAPABILITIES PROPOSED BY THE BIDDER, SHALL BE INCLUDED IN THE OFFER.

SILENCE OF SPECIFICATIONS:

THE APPARENT SILENCE OF THE SPECIFICATIONS CONTAINED AS A PART OF THIS PACKAGE AS TO ANY DETAIL OR THE APPARENT OMISSION OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THIS STATEMENT.

SUBMISSION OF DOCUMENTS:

ALL DOCUMENTS AND QUESTIONS MUST BE SUBMITTED TO:

BETTY FALTERMEIER
COURT ANALYST
OFFICE OF COURT ADMINISTRATION
CONTRACT AND PROCUREMENT ADMINISTRATION
42 KARNER ROAD
ALBANY, NY 12205
PHONE: (518) 869-4732 FAX: (518) 869-4735
EMAIL: BFALTERM@COURTS.STATE.NY.US

*****DETAILED SPECIFICATIONS*****

THE FOLLOWING ARE REQUIREMENTS:

- EQUIPMENT MUST BE **NEW** AND AVAILABLE IN THE MANUFACTURER'S **CURRENT PRODUCT LINE**
- EQUIPMENT REQUIRED IS MICROPLEX SOLID F24, OR EQUAL.
- EQUIPMENT BID **MUST** BE COMPATIBLE WITH THE MICROPLEX SOLID F24.
- SHOULD THE EQUIPMENT BE DISCONTINUED OR UNAVAILABLE, AN ALTERNATE MODEL (NEW AND IN THE MANUFACTURERS CURRENT PRODUCT LINE) MUST BE OF EQUAL OR GREATER QUALITY, MEET OR EXCEED THE SPECIFICATIONS HEREIN, MUST BE COMPATIBLE WITH THE EQUIPMENT CURRENTLY INSTALLED AND MAY ONLY BE SUBSTITUTED WITH THE EXPRESS WRITTEN PERMISSION OF THE OCA-JURY SUPPORT UNIT.
- MUST HAVE A TRACTOR FEED FOR USING FANFOLD CONTINUOUS PAPER
- MUST PRINT AT A MINIMUM OF 300 X 300 DPI AT A MINIMUM SPEED OF 24 PAGES PER MINUTE (8 ½ " X 11")
- MUST 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

REQUIRED OPTIONS:

- INTERFACE OPTIONS **MUST** INCLUDE THE FOLLOWING:
 - MAINFRAME COAX TO A 3174 CONTROLLER
 - ETHERNET
 - CENTRONICS PARALLEL

- EMULATION OPTIONS **MUST** INCLUDE THE FOLLOWING:
 - HP PCL5
 - QMS CODE V

- MUST HAVE AN OPTIONAL BIN TO CATCH PRINTED PAPER

- PRICING MUST BE PROVIDED ON THE BID RESPONSE FORM FOR ALL **REQUIRED** OPTIONS:
 - INTERFACE OPTIONS
 - EMULATION OPTIONS
 - CATCHER BIN
 - CONFIGURATION
 - MAINTENANCE

- MUST BE CAPABLE OF PRODUCING AT LEAST 600,000 PAGES PER YEAR FOR A PERIOD OF UP TO FIVE (5) YEARS

- ON SITE MAINTENANCE (THE SAME OR NEXT DAY SERVICE REQUIRED) BY A FACTORY TRAINED SERVICE REPRESENTATIVE. IF THERE IS AN ADDITIONAL CHARGE FOR EMERGENCY SERVICE, AS DEFINED HEREIN, PLEASE INDICATE ON THE BID RESPONSE FORM OR CLEARLY INDICATE NO CHARGE. EMERGENCY SERVICE SHALL BE DEFINED AS REQUIRING SERVICE WITHIN TWO (2) HOURS AND MUST BE SPECIFICALLY REQUESTED BY THE INSTALLED LOCATION.

- SERVICE REPRESENTATIVES (QUALIFIED AS NOTED ABOVE) SHOULD BE AVAILABLE IN ALL NEW YORK STATE COUNTIES

- PRICING MUST INCLUDE INSTALLATION

- MAINTENANCE PRICING PROVIDED SHALL INCLUDE ALL NEW MICROPLEX SOLID F24 PRINTERS AND THOSE **CURRENTLY** IN PLACE. THE EXISTING PRINTERS ARE CURRENTLY COVERED UNDER MAINTENANCE CONTRACTS. THE FIRST OF THESE PRINTERS WAS INSTALLED IN NOVEMBER, 2001.

- **WARRANTY (INCLUDING PARTS, LABOR AND ON SITE SERVICE) MUST BE FOR ONE (1) YEAR OR MANUFACTURER'S WARRANTY (INCLUDING PARTS, LABOR AND ON SITE SERVICE) WHICHEVER IS GREATER.**
- **ALTHOUGH THE WARRANTY (INCLUDING PARTS, LABOR AND ON SITE SERVICE) MUST BE FOR A MINIMUM OF ONE (1) YEAR, PLEASE STATE THE ACTUAL MANUFACTURER'S WARRANTY PERIOD ON THE BID RESPONSE FORM.**
- **TIME AND MATERIAL COST PER HOUR FOR TRAVEL AND LABOR MUST BE PROVIDED ON THE BID RESPONSE FORM FOR UNITS IN LOCATIONS THAT MAY DETERMINE THEY DO NOT REQUIRE MAINTENANCE CONTRACTS.**

PLEASE NOTE:

ALL PRICING MUST BE PROVIDED IN THE AREAS INDICATED ON BID RESPONSE FORM. ANY BLANKS LEFT IN THE BID RESPONSE FORM PRICING SHALL BE CONSTRUED AS "NO CHARGE".

RFB# OCA/CPA-298
LASER PRINTERS AND RELATED SERVICES

BID OPENING: 08/17/04
11:00 AM

BID RESPONSE FORM

MANUFACTURER AND MODEL OF PRINTER:

PRICING

PRINTER: \$ _____

INTERFACE OPTIONS:

MAINFRAME COAX TO A 3174 CONTROLLER \$ _____

ETHERNET \$ _____

CENTRONICS PARALLEL \$ _____

ADDITIONAL INTERFACE OPTIONS (SPECIFY)

_____ \$ _____

_____ \$ _____

EMULATION OPTIONS:

HP PCL5 \$ _____

QMS CODE V \$ _____

ADDITIONAL EMULATION OPTIONS (SPECIFY - ATTACH AN ADDITIONAL PAGE IF NECESSARY)

_____ \$ _____

_____ \$ _____

ADDITIONAL OPTIONS: (PLEASE INDICATE AND NOTE PRICE FOR ANY OTHER AVAILABLE OPTIONS. ATTACH A SEPARATE PAGE IF NECESSARY)

CATCHER BIN _____ \$ _____

_____ \$ _____
_____ \$ _____

CONFIGURATION:

_____ \$ _____
_____ \$ _____
_____ \$ _____

MANUFACTURER'S STANDARD WARRANTY PERIOD (MUST INCLUDE PARTS, LABOR AND ON SITE SERVICE) _____

MAINTENANCE PRICING AFTER EXPIRATION OF MANUFACTURER'S WARRANTY (OR A MINIMUM OF ONE (1) YEAR, WHICHEVER PERIOD IS LONGEST):

PER YEAR (AFTER ONE (1) YEAR WARRANTY EXPIRATION) \$ _____ /YEAR

PER YEAR FOR EXISTING PRINTERS CURRENTLY UNDER MAINTENANCE \$ _____ /YEAR

ADDITIONAL COST FOR PRINTERS UNDER MAINTENANCE CONTRACT FOR **EMERGENCY SAME DAY SERVICE** AS DEFINED IN DETAILED SPECIFICATIONS \$ _____ /CALL

TIME AND MATERIAL COSTS:
TRAVEL AND LABOR FOR UNITS NOT COVERED UNDER A MAINTENANCE CONTRACT \$ _____ /HOUR

RFB# OCA/CPA-298
 LASER PRINTERS AND RELATED SERVICES

BID OPENING: 08/17/04
 11:00 AM

SUPPLIES:

<u>ITEM</u>	<u>YIELD/EACH</u>	<u>QTY/CTN</u>	<u>PRICE/EACH</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

COST CALCULATION:

PURCHASE COST OF 1 UNIT	\$ _____
1 ST YEAR M/A (NEW UNIT)	INCLUDED
YEAR 2 M/A (NEW UNIT)	
SUPPLY COST FOR 400,000 COPIES	
SUB TOTAL	
2 YEARS OF M/A (ONE (1) EXISTING UNIT)	
TOTAL	

LOWEST COST SHALL BE DETERMINED BY CALCULATING THE TOTAL OPERATING COST OF ONE UNIT FOR A TWO (2) YEAR PERIOD: (COST OF NEW UNIT) + (COST OF MAINTENANCE FOR 2 YEARS) + (COST OF SUPPLIES FOR 400,000 COPIES) = TOTAL COST OF NEW EQUIPMENT OWNERSHIP FOR 2 YEARS + THE COST OF TWO (2) YEARS MAINTENANCE FOR ONE (1) EXISTING UNIT = TOTAL) IN THE EVENT OF A BIDDER MISCALCULATION, THE UNIT PRICE WILL PREVAIL.

 Company

 Signature (authorized official)

 Address

 Printed Name

 Address

 Title

 Date