

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

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

NEW YORK STATE
 OFFICE OF COURT ADMINISTRATION
 CONTRACT & PROCUREMENT ADMINISTRATION
 42 KARNER ROAD, ALBANY, NY 12205

 (Agency Name and Address)

Direct Inquiries to: MR. GLENN R. HARRISON
 CONTRACT & PROCUREMENT ADMINISTRATOR
 Telephone No.: (518) 869-4732

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

PER ATTACHED RFP/SPECIFICATIONS

| | |
|---|--|
| Bid Number: OCA/CPA-309 | Commodity Group: |
| Opening Date: JUNE 01, 2005 Time: 11:00 AM | Commodity Name: PHOTOCOPIERS & RELATED SERVICES |

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

| | |
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| <p>Agency's Specification of item(s) Required (include quantities)</p> <p>UCS ATTACHMENT I & ATTACHMENT II ATTACHED & INCORPORATED HEREIN.</p> <p>RENTAL OF PHOTOCOPYING EQUIPMENT, ACCESSORIES AND RELATED SERVICES AT COURT LOCATIONS THROUGHOUT NEW YORK STATE</p> <p>TERM: APRIL 01, 2006 - MARCH 31, 2009 (3YEARS) WITH OPTION TO EXTEND 180 DAYS</p> | <p>Bidder's Quotation and Specific Description of Item Offered</p> <p>BIDDERS ARE TO SUBMIT ALL REQUIRED DOCUMENTATION AND PRICING IN THE FORMAT PRESCRIBED BY THE ATTACHED RFP/SPECIFICATIONS.</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 | |

**NYS UNIFIED COURT SYSTEM
STANDARD REQUEST FOR BID CLAUSES & FORMS
ATTACHMENT I**

NOTE: In addition to such other requirements as may be referenced or incorporated herein, the following clauses shall apply to this Request For Bid (RFB)/Request For Proposal (RFP):

OGS SPECIFICATIONS:

All provisions of the NYS Office of General Services General Specifications - Commodities & Non-Technology Services dated December 1999, and where applicable, Technology Products & Services (November 2000) and/or Negotiated Software Contracts (July 2001) (copies available upon request) will apply to this bid invitation, except that, **"Chief Administrative Judge, or designee" shall replace, "Commissioner of OGS" wherever it appears.** Should there be any conflict between the OGS Specifications and the procurement policies and procedures of the NYS Unified Court System (hereafter, UCS), the latter shall prevail.

The Unified Court System (hereafter, UCS) reserves the right to waive minor discrepancies and to reject any and all bids if considered in the best interest of the UCS to do so.

AGREEMENT TO CONTRACT:

Bids submitted in response to this solicitation shall constitute agreement to contract by the respective bidder(s).

PREFERRED SOURCE NOTIFICATION:

Organizations identified as Preferred Sources pursuant to **NYS Finance Law Sections 162.1 and 162.2a,2b, and 2c,2d,2e** submitting bids which are in compliance with this RFB/RFP and Specification may, at the discretion of the court/agency, be awarded the bid where the bid price is not in excess of ten percent (10%) of the lowest responsible bidder.

GRIEVANCE / INQUIRY POLICY:

Any firm or individual having a legitimate interest in this solicitation, or resulting contract award, and wishing to file a formal grievance or inquiry may request a copy of the **Unified Court System Policy & Procedure for the Resolution of Grievances & Inquiries** by contacting the judicial location noted in this RFB/RFP.

ORDERS:

Bidders are advised that any awarded contract shall not constitute an order to ship and further, places no obligation upon the UCS to place any orders with the contractor. However, the contractor shall accept all orders placed by the courts and related agencies during the term of the contract for all items for which an award is made. Such orders shall be considered binding upon the contractor when placed in the mail to the address indicated in the award pursuant to the terms thereof.

APPENDIX A:

NYS/UCS Standard Clauses for all Contracts (07:03) is attached and incorporated herein.

NON-COLLUSIVE BIDDING CERTIFICATE:

Attached **Non-Collusive Bidding Certificate** must be executed, signed and returned with other required bid documents.

ACKNOWLEDGMENT:

Attached, appropriate acknowledgment form must be executed, properly notarized and included with all bid documents.

PAYMENTS OF INTEREST:

The payments of interest on certain amounts due and owed may be made in accordance with the criteria established by **Chapter 153 of the Laws of 1984 (Article 11A of the New York State Finance Law) and the Comptroller's Bulletin no. A-91.**

REFERENCES:

Upon request, bidders must provide the names of at least _____ () prior or current clients (including contact person and phone numbers) for whom specified product/service has been provided.

ADDITIONAL INFORMATION:

The Unified Court System (UCS) may request any and all additional information of the bidder(s) deemed necessary for proper analysis and award determination including, but not limited to, documentation as to financial stability of the bidder.

BID VALIDATION PERIOD:

All proposals submitted in response to this solicitation shall remain valid past the period provided for in the **OGS General Specifications** until such time as an award is made or the bidder withdraws his bid (in writing), whichever occurs first.

RECYCLED PRODUCTS:

Products purchased by the courts and related agencies of the NYS Unified Court Systems shall be in compliance with **Sec. 40-a. of the NYS Judiciary Law (L.1994, c.468)**, and UCS policy thereto. Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements set forth by the NYS Departments of Environmental Conservation and Economic Development. If bidding a recycled product, bidders must attach completed **Bidder's Certification of Recycled Products** and **Manufacturers Affidavit of Recycled Content** forms.

NOTE: If this RFB/RFP is for printing, the following clauses shall also apply:

UCS PRINTING POLICY:

No contract will be awarded to any bidder who, in the opinion of the Unified Court System (UCS), does not have satisfactory facilities and equipment sufficient to produce the major portion of the work as defined in the specification and resulting contract and insure the proper performance and delivery thereof.

In this regard, the UCS may request all documentation it deems necessary to make proper determination and the bidder agrees to make such facilities and equipment available for inspection. Failure to provide requested documentation will cause the bidder to be rejected.

Accordingly, bidders must execute the attached **Bidder's Certification of Work** form.

RECYCLED PAPER:

Any printing required by the judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

OVER-RUNS:

A 05% over-run will be allowed per individual item order of up to 50,000 quantity and 03% per individual item order in excess of 50,000 quantity. However, such allowance shall not be construed as an approved, automatic add-on, but is intended only to cover unavoidable excesses in the production cycle.

ATTACHMENT I

STATE OF NEW YORK
UNIFIED COURT SYSTEM

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation; for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (1) , (2) and (3) above.

Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Name of Bidder: _____ Employer's Federal ID #: _____

Address: _____
Street City County State Zip Code

Telephone #: _____

Signature of Bidder: _____ Printed or typed
copy of signature: _____

Official Title: _____

ATTACHMENT I

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF _____)
COUNTY OF _____) **SS:**

On this _____ day of _____ 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

NOTARY PUBLIC

ACKNOWLEDGMENT OF CORPORATION

STATE OF _____)
COUNTY OF _____) **SS:**

On this _____ day of _____ 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____, of the _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF WORK
(PRINTING)

RFB # _____

BID OPENING: _____

ITEM: _____

RECYCLED PAPER:

Pursuant to **Sec. 40-a. of the Judiciary Law (L.1994, c.468)**, any printing required by judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

BIDDER HEREBY CERTIFIES THAT ALL WORK DEFINED BY THE ABOVE SPECIFICATION WILL BE PERFORMED ON BIDDER'S FACILITIES EXCEPT AS NOTED BELOW (BIDDER MUST PROVIDE THE FOLLOWING INFORMATION FOR ALL WORK WHICH WILL BE PERFORMED BY AN OUTSIDE CONCERN - I.E. SUBCONTRACTOR):

NOTE: ALL SUBCONTRACTING IS SUBJECT TO THE APPROVAL OF THE UNIFIED COURT SYSTEM AND THE BIDDER REMAINS FULLY RESPONSIBLE AND LIABLE FOR ALL WORK PERFORMED BY SUCH SUBCONTRACTORS.

| WORK | SUBCONTRACTOR: NAME, ADDRESS, PHONE |
|------------------|-------------------------------------|
| A _____ _____ | _____ _____ |
| B _____ _____ | _____ _____ |
| C _____ _____ | _____ _____ |

NOTE: THE FOLLOWING SECTION MUST BE COMPLETED AND FORM RETURNED IN ALL INSTANCES:

| | |
|--------------------------|-------------------------------|
| _____ NAME OF COMPANY | _____ AUTHORIZED SIGNATURE |
| _____ ADDRESS | _____ NAME IN PRINT |
| _____ ADDRESS | _____ TITLE |
| _____ DATE | |

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF RECYCLED PRODUCT(S)
(TO BE COMPLETED BY BIDDER)

RFB # _____

BID OPENING: _____

ITEM: _____

Pursuant to **Sec. 40-a of the Judiciary Law (L. 1994, c.468)**, it is the policy of the UCS that products purchased by the courts shall be recycled products, which meet contract specifications, unless the product is only available without recycled content, and provided that the cost of the recycled product does not exceed a cost premium of ten percent (10%) above the cost of a comparable product that is not a recycled product or, if at least fifty percent (50%) of the secondary materials used in the manufacture of that product are generated from the waste stream of NYS, the cost of the recycled product does not exceed a cost premium of fifteen (15%) above the cost of a comparable product that is not a recycled product.

Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements (**including Manufacturer's Affidavit of Recycled Content**) set forth by the NYS Departments of Environmental Conservation and Economic Development.

Failure to complete this certification and attach required manufacturer's affidavit will result in a waiver of bidder's recycled preference.

This certification/affidavit shall remain in effect unless revised or rescinded by the certifying manufacturer or made null & void by superseding NYS statute(s).

Bidder hereby certifies that the product(s) offered are in compliance with all applicable New York State recycled/recycling statutes and respectfully requests preferential consideration as cited above. In support of this request, attached is the executed **Manufacturer's Affidavit of Recycled Content**.

NAME OF COMPANY

AUTHORIZED SIGNATURE

DATE

NAME IN PRINT

TITLE

(UCS - Rev.07/01/03)

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT
(TO BE COMPLETED BY MANUFACTURER)

RFB # _____

BID OPENING: _____

I, _____ of _____ being duly sworn, depose and say that for the item(s) listed below, the recycled content which conforms to the New York State requirements are as specified.

| PRODUCT | BRAND NAME | TOTAL RECYCLED CONTENT | POST CONSUMER CONTENT |
|---------|------------|------------------------|-----------------------|
| 1 _____ | _____ | _____ % | _____ % |
| 2 _____ | _____ | _____ % | _____ % |
| 3 _____ | _____ | _____ % | _____ % |
| 4 _____ | _____ | _____ % | _____ % |

| SECONDARY MATERIAL NYS WASTE STREAM | CHECK IF DED/DEC APPROVED |
|-------------------------------------|---------------------------|
| 1 _____ % | _____ |
| 2 _____ % | _____ |
| 3 _____ % | _____ |
| 4 _____ % | _____ |

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: _____

ADDRESS: _____ PHONE: _____

AFFIDAVIT SUBMITTED ON BEHALF OF: _____ (BIDDER)

SIGNATURE-MFG. REP.: _____ TITLE: _____

NAME IN PRINT: _____ DATED: _____

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20 _____

NOTARY PUBLIC: _____

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds \$15,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139- h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4)..
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including , without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon for such projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, up-gradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein: and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

ATTACHMENT II

**CONTRACTOR
CERTIFICATION**

ST-220



Contractor Certification

(Pursuant to Section 5-a of the Tax Law)

For more information, see Publication 222, *Question and Answers Concerning Section 5-a*.

| | | | | |
|---|--|---|-------|--|
| Contractor name | | | | For office use only Contract number |
| Contractor's principal place of business | | City | State | |
| Mailing address (if different than above) | | | | Estimated contract value \$ |
| Contractor's federal employer Identification number (EIN) | | Contractor's sales tax ID number (if different from contractor's EIN) | | |
| Contractor's telephone number () | | Contracting state agency | | |

I, _____, hereby affirm, under penalty of perjury, that I am _____
 (name) (title)
 of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and that:

Part I. Contract services that are not services for purposes of Tax Law section 5-a

(Mark an X in the box if this statement is applicable. If you mark this box, you do not have to complete Parts II - V.)

- The requirements of Tax Law section 5-a do not apply because the subject matter of the contract concerns the performance of services which are not *services* within the meaning of Tax Law section 5-a.

(If you did not mark the box next to the statement in Part I, mark an X next to the applicable statement in Parts II through V.)

Part II. Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law.
- As of the date of this certification, the contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part III. Affiliate registration status

- As of the date of this certification, the contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and each affiliate exceeding the \$300,000 sales threshold during such periods is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address, and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- To the best of the contractor's knowledge, the contractor has one or more affiliates and, as of the date of this certification, each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part IV. Subcontractor registration status

- As of the date of this certification, the contractor does not have any subcontractors.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each subcontractor exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part V. Subcontractor affiliate registration status

- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(signature)

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
 : SS.:
COUNTY OF _____ }

On the day ____ of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____, County of _____, State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): _he is a duly authorized member of, _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Instructions

General information

On August 20, 2004, New York State enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than \$15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. A contractor must use Form ST-220, *Contractor Certification*, to make this certification before the contract may be approved by the Office of the State Comptroller (OSC), or other contract approver if OSC is not required to approve the contract.

This statute applies to contracts resulting from solicitations to purchase issued by governmental entities on or after January 1, 2005. In the case of contracts resulting from issuance of an invitation for bid (IFB) or a request for proposal (RFP), the statute would apply if the IFB or RFP was first issued on or after January 1, 2005. The statute would not apply if the bid document was first issued before January 1, 2005, even if the bid document was amended, or the resulting contract was awarded, approved, amended, or extended after January 1, 2005.

The statute does not apply to purchases from preferred sources. For additional information, please see Publication 222, *Questions and Answers Concerning Tax Law Section 5-a*.

Definition of terms associated with section 5-a

The following is a partial list. Please see Publication 222 for additional information.

A *contractor* is defined as a person awarded a contract by a covered agency.

The term *person* is defined as any entity in business for either profit or not-for-profit purposes and can refer to an individual, partnership, limited liability company, society, association, joint stock company, or corporation.

A *covered agency* is defined as New York State or any department, board, bureau, commission, division, office, council or agency of New York State; public authorities and public benefit corporations. The State Legislature, the judiciary, Department of Law, Office of State Comptroller, State Education Department, State University of New York and the senior colleges of City University of New York are included in this definition.

An *affiliate* is an entity which, through stock ownership or any other affiliation, directly, indirectly or constructively, controls another entity, is controlled by another entity, or is, along with another entity, under the control of a common parent company.

A *subcontractor* is an entity specifically engaged by a contractor or another subcontractor to provide commodities or perform services necessary to allow a contractor to fulfill a particular contract with a covered agency.

Commodities means, other than with respect to contracts for State printing, material goods, supplies, products, construction items or other standard articles of commerce other than technology which are the subject of any purchase or other exchange.

Tangible personal property means physical personal property, of any nature, that has a material existence and is perceptible to the human senses. Tangible personal property includes, without limitation: (1) raw materials, such as wood, metal, rubber and minerals; (2) manufactured items, such as gasoline, oil, diesel motor fuel and kero-jet fuel, chemicals, jewelry, furniture, machinery and equipment, parts, tools, supplies, computers, clothing, motor vehicles, boats, yachts, appliances, lighting fixtures, building materials; (3) pre-written off-the-shelf software; (4) artistic items such as sketches, paintings, photographs, moving picture films and recordings; (5) animals, trees, shrubs, plants and seeds; (6) bottled water, soda and beer; (7) candy and confections; (8) cigarettes and tobacco products; (9) cosmetics and toiletries; (10) coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange; (11) postage stamps, when purchased for purposes other than mailing; and (12) precious metals in the form of bullion, ingots, wafers and other forms.

Completing Form ST-220

Identification information

Contractor name: Enter the exact legal name of the person or entity who is contracting to provide commodities or services to a covered agency of New York State. This is the name registered with the New York Department of State.

Contractor's principal place of business: Enter a street address, not a PO box number.

Mailing address: Enter the address where contractor receives mail, if different than the principal place of business.

Contracting state agency: Enter the state agency awarding the contract to the contractor.

Certification statement: If the contractor is a corporation, the statement must be completed by the president, vice president, treasurer, assistant treasurer, chief accounting officer, or other officer authorized by the corporation. If the contractor is a partnership, the statement must be completed by a partner or person authorized by the partnership. If the contractor is a limited liability company, the statement must be completed by a member of the LLC and be authorized by the LLC.

Part I – Contract services not pursuant to Tax Law section 5-a

If the services to be performed under the contract are not services within the meaning of Tax Law section 5-a, mark an **X**. You do not have to complete Parts II through V. You must sign and have the certification acknowledged.

For procurement law purposes, *services* means, other than with respect to contracts for State printing, the performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange. For procurement law purposes, technology is a service. The term *services* for procurement law purposes does not apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article eleven-B of the State Finance Law.

The term *taxable services* for New York State and local sales and compensating use tax law purposes includes, but is not limited to: 1) providing information by printed, mimeographed or multigraphed matter or by duplicating written or printed manner in any other

manner; 2) processing, assembling, fabricating, printing or imprinting tangible personal property furnished by a customer who did not purchase the tangible personal property for resale; 3) installing, maintaining, servicing, or repairing tangible personal property that is not held for sale by the purchaser of the service in the regular course of business (for example, servicing automobiles, installing appliances, and repairing radio and television sets); 4) storing tangible personal property that is not being held for sale; 5) renting safe deposit boxes, vaults, and similar storage facilities; 6) maintaining, servicing, or repairing real property both inside and outside buildings (for example, cleaning, painting, gardening, snow plowing, trash removal, and general repairs); 7) providing parking, garaging, or storing services for motor vehicles; 8) interior decorating and designing; 9) protective or detective services; and 10) entertainment or information services provided by means of telephony or telegraphy.

Parts II through V

If the contract is covered under Tax Law section 5-a, you must mark an **X** in one box in each of these parts. You must also sign and have the certification acknowledged, and complete Schedule A.

Schedule A

Column A – Relationship to the contractor

The contractor should enter a **C**. It is not necessary for the contractor to complete columns C through E since this information has been provided on page 1.

If the person listed in column B is an affiliate of the contractor, enter an **A**; if a subcontractor, enter an **S**; if an affiliate of a subcontractor, enter **SA**.

Column B – Name

Enter the exact legal name as registered with the New York Department of State of each corporation or limited liability company. If the person is a partnership or sole proprietor, enter each partner's or the owner's given name. If the person uses a different name or DBA (doing business as), enter that name as well.

Column C – Address

Enter the street address of the person's principal place of business. Do not enter a PO box.

Column D – ID number

If the person listed in column B is an individual, enter the social security number of that person. Otherwise enter the employer identification number (EIN) assigned to the person.

Column E – Sales tax ID number

Enter the sales tax identification number, if different from the federal identification.

Column F – Proof of registration

Enter **CA** and attach a copy of the certificate of authority for the person.

If the certificate of authority is not readily available and if the person is registered with the Department of Taxation and Finance and has confirmed this status with the DTF, enter **RC**.

Return a signed and acknowledged original Form ST-220, and a copy, with the contract to the procuring state agency.

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

NOTE: IN ADDITION TO SUCH OTHER REQUIREMENTS AS MAY BE REFERENCED OR INCORPORATED HEREIN, THE **NYS UNIFIED COURT SYSTEM STANDARD REQUEST FOR BID CLAUSES & FORMS, ATTACHMENT I AND NEW YORK STATE UNIFIED COURT SYSTEM VENDOR TAX COMPLIANCE & CERTIFICATION - ATTACHMENT II**, IS ATTACHED HERETO AND FULLY INCORPORATED HEREIN.

PURPOSE AND SCOPE:

THE NEW YORK STATE OFFICE OF COURT ADMINISTRATION - CONTRACT & PROCUREMENT ADMINISTRATION UNIT (OCA-C&PA) IS SOLICITING SEALED BIDS FOR THE PURPOSE OF ESTABLISHING **A SINGLE, ESTIMATED QUANTITY TERM CONTRACT** COVERING THE RENTAL OF NEW, DIGITAL PHOTOCOPYING EQUIPMENT FOR PARTICIPATING COURTS AND RELATED OFFICES THROUGHOUT THE NEW YORK STATE UNIFIED COURT SYSTEM (UCS). THE SCOPE OF THIS SOLICITATION SHALL INCLUDE; PHOTOCOPYING EQUIPMENT, ACCESSORIES & FEATURES, DELIVERY, INSTALLATION, OPERATOR INSTRUCTION, REMOVAL, FULL SERVICE MAINTENANCE AND ALL NECESSARY OPERATING CHEMICALS. APPROXIMATELY **1255 UNITS** ARE INSTALLED UNDER THE CURRENT AGREEMENT, **BUT THIS IS NOT TO BE CONSTRUED AS THE NUMBER TO BE AWARDED PURSUANT TO THIS BID.**

CONTRACT PERIOD:

AWARDED CONTRACT WILL BE FOR THE PERIOD COMMENCING **APRIL 01, 2006 - MARCH 31, 2009 (36 MONTHS).**

CONTRACT EXTENSION:

THE OCA-C&PA RESERVES THE RIGHT TO EXTEND THE CONTRACT FOR A PERIOD NOT TO EXCEED ONE HUNDRED-EIGHTY (180) DAYS UPON WRITTEN NOTIFICATION TO CONTRACTOR. SUCH EXTENSION SHALL BE BASED

UPON THE SAME TERMS, CONDITIONS AND PRICING STRUCTURE AND SUBJECT TO THE APPROVALS OF THE NYS ATTORNEY GENERAL AND COMPTROLLER.

PRE-BID CONFERENCE:

A PRE-BID CONFERENCE WILL BE CONDUCTED **SHARPLY AT 11:00AM (DST) MAY 10, 2005** AT THE OFFICE OF COURT ADMINISTRATION - CONTRACT & PROCUREMENT ADMINISTRATION CONFERENCE ROOM, 42 KARNER ROAD, ALBANY, NY 12205. ALTHOUGH ATTENDANCE IS NOT MANDATORY, **BIDDERS ARE STRONGLY ENCOURAGED TO ATTEND AND MUST NOTIFY OCA-C&PA @ (518) 869-4732** OF PLANNED ATTENDANCE. QUESTIONS RELATING TO THIS RFB **MUST BE RECEIVED IN WRITING AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE PRE-BID CONFERENCE**, ATTENTION OF GLENN R. HARRISON, UCS CONTRACTS & PROCUREMENT ADMINISTRATOR AT THE AFOREMENTIONED ADDRESS, OR BY FAX TO, **(518) 869-4735** OR VIA E-MAIL TO: GHARRISO@COURTS.STATE.NY.US . A PRELIMINARY "Q&A" HANDOUT WILL BE PROVIDED AT THE PRE-BID. AUDIO/VIDEO RECORDING OF THE PRE-BID CONFERENCE AND SUBSEQUENT BID OPENING IS PERMITTED, **PROVIDED** A TRUE AND COMPLETE COPY OF THE RECORDING IS DELIVERED TO OCA-C&PA WITHIN 5 BUSINESS DAYS THEREAFTER.

METHOD OF AWARD:

THE OCA-C&PA WILL AWARD ANY RESULTING CONTRACT TO A **SINGLE CONTRACTOR**. SPECIFICALLY, ALL VOLUME CATEGORIES INDICATED HEREIN SHALL BE AWARDED TO ONE (1) CONTRACTOR - **THERE WILL BE NO SPLIT AWARDS**. AWARDED CONTRACT WILL BE TO THE **LOWEST-COST** (SEE "COST METHODOLOGY" UNDER "DETAILED SPECIFICATIONS"), **RESPONSIBLE** BIDDER. "RESPONSIBLE BIDDER" SHALL BE DEFINED AS, **BUT NOT LIMITED TO**, COMPLIANCE WITH THIS RFB/SPECIFICATIONS, MODEL TESTING AND EVALUATION, BIDDER'S CURRENT NEW YORK STATE

INSTALLATION POPULATION, SERVICE NETWORK RESOURCES AND CAPABILITIES, CONTRACT PERFORMANCE HISTORY, FINANCIAL STABILITY, BIDDER'S MARKETING AND MANUFACTURING SUPPORT OF THE MODEL(S) OFFERED.

JUDICIARY USE:

AWARDED CONTRACT SHALL BE FOR USE BY THE NYS COURTS AND RELATED OFFICES, WHICH MAY INCLUDE CERTAIN NOT-FOR-PROFIT ORGANIZATIONS RECEIVING FUNDING FROM THE UCS.

QUALIFICATION OF BIDDER:

BIDS WILL BE ACCEPTED ONLY FROM ESTABLISHED MANUFACTURERS OR THEIR AUTHORIZED DEALERS. IN THE EVENT A BID IS SUBMITTED BY A DEALER, THE DEALER HEREBY GUARANTEES THAT THEY ARE AN AUTHORIZED DEALER OF THE MANUFACTURER AND THAT THE MANUFACTURER HAS AGREED TO SUPPLY THE DEALER WITH ALL QUANTITIES OF ITEMS TO BE ORDERED BY THE DEALER PURSUANT TO, AND THROUGHOUT THE DURATION THEREOF, ANY RESULTING CONTRACT WITH THE UCS AND FURTHER AGREES TO PROVIDE THE OCA-C&PA WITH A CERTIFICATE FROM THE MANUFACTURER ACKNOWLEDGING SAME, IF REQUESTED. ADDITIONALLY, NO BID WILL BE CONSIDERED UNLESS THE BIDDER CAN DEMONSTRATE AND CONFIRM STATEWIDE SERVICE RESOURCES WITH TRAINED PERSONNEL QUALIFIED TO SERVICE THE EQUIPMENT OFFERED. SEE ADDITIONAL REQUIREMENTS: "SERVICE CAPABILITY".

INFORMATION TO BE FURNISHED WITH BID:

THE BIDDER MUST SUBMIT WITH THEIR BID, DETAILED SPECIFICATIONS, BROCHURES AND ALL NECESSARY DATA ON THE MODELS AND ACCESSORIES TO BE FURNISHED. IF ANY EQUIPMENT OFFERED DEVIATES

FROM THE SPECIFICATIONS LISTED HEREIN, **SUCH DIFFERENCES MUST BE EXPLAINED IN DETAIL ON A SEPARATE PIECE OF BIDDER'S LETTERHEAD.**

THE BIDDER MUST INDICATE THE MANUFACTURER'S NAME, THE ADDRESS WHERE THE PROPOSED ITEM OR ITEMS WILL BE PRODUCED AND THE CATALOG REFERENCES OR MODEL NUMBER(S).

REFERENCES:

MANUFACTURER, OR AUTHORIZED DEALER MUST PROVIDE WITH THEIR RESPONSE, THE NAMES OF FOUR (4) PRIVATE OR GOVERNMENTAL SINGLE ENTITIES (INCLUDING CONTACT PERSONS AND PHONE NUMBERS) FOR WHICH A LARGE-SCALE INSTALLATION (MINIMUM 500 UNITS) HAS BEEN COMPLETED , INCLUSIVE OF FULL MAINTENANCE SERVICES, WITHIN THE PRIOR TWO (2) YEAR PERIOD.

NOTE: FAILURE TO SUBMIT ANY OF THE DATA REQUESTED IN THIS RFB IN A TIMELY MANNER MAY RESULT IN REJECTION OF THE BID.

ALTERNATE BIDS:

THE OCA-C&PA RESERVES THE RIGHT TO CONSIDER ALTERNATE BIDS CONTAINING DEVIATIONS FROM THE RFB/SPECIFICATIONS IF:

1. THE ALTERNATE BID IS SUBSTANTIALLY COMPLIANT WITH THIS RFB/SPECIFICATION AND,
2. CONSIDERATION OF SUCH ALTERNATE BID WOULD RESULT IN AN ENHANCED BENEFIT TO THE UCS.

BIDDERS SHALL EXPLAIN IN DETAIL WHERE SUCH ALTERNATE BIDS DEVIATE FROM OR QUALIFY THE TERMS OF THIS RFB & SPECIFICATIONS AS ISSUED.

SUCH INFORMATION SHALL BE PRESENTED ON BIDDER'S LETTERHEAD.

ORIGINAL BID & DOCUMENT COPIES:

IN ADDITION TO THE RETURN OF ALL REQUIRED ORIGINAL INK-SIGNED BID DOCUMENTS (STAMPS OR ELECTRONIC SIGNATURES NOT ACCEPTABLE), **BIDDERS MUST INCLUDE FOUR (4) COPIES** OF SAME (I.E. "REQUEST FOR BID", "BID RESPONSE FORM(S)", "ACKNOWLEDGMENT", "NON-COLLUSIVE BIDDING CERTIFICATE", "ATTACHMENT II" BRANCH/DEALERSHIP DATA AND MODEL SPECIFICATIONS/BROCHURES **WITH NOTED DEVIATIONS**, IF ANY - (SEE BELOW) AND DOCUMENT ENCLOSURE CHECKLIST.

IMPORTANT - BIDDERS ARE NOT TO RETYPE OR RECONFIGURE, IN WHOLE OR IN PART, ANY DOCUMENTS ISSUED IN CONNECTION WITH THIS RFB/SPECIFICATIONS, SUBJECT TO POSSIBLE DISQUALIFICATION.

MODEL SPECIFICATION DEVIATIONS:

BIDDERS MUST, WITHOUT EXCEPTION, CLEARLY AND COMPREHENSIVELY NOTE ANY AND ALL INSTANCES WHERE THE EQUIPMENT BEING OFFERED DEVIATES FROM THE SPECIFICATIONS AND REQUIREMENTS NOTED HEREIN.

BIDDER SHALL NOT MAKE THE PRESUMPTION AS TO WHETHER SUCH DEVIATION IS OF A "MINOR" OR INCONSEQUENTIAL NATURE; THAT DETERMINATION IS THE SOLE PROVINCE OF THE OFFICE OF COURT ADMINISTRATION. ALSO, BIDDER MUST INDICATE THE EQUIPMENT CONFIGURATION, INCLUSIVE OF ANY/ALL ACCESSORIES OFFERED, NECESSARY TO BE COMPLIANT WITH CATEGORICAL SPECIFICATIONS AT PRICING OFFERED.

PRICE DECREASE:

IN THE EVENT OF A PRICE DECREASE OF AN ITEM COVERED BY THESE SPECIFICATIONS AND CONTRACT AWARD (EQUIPMENT, ACCESSORIES, FSMA, CHEMICALS) TAKING EFFECT DURING ANY PERIOD COVERED BY THE

CONTRACT, THE UCS SHALL RECEIVE FULL BENEFIT OF SUCH PRICE REDUCTION(S). THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR MUST BE NOTIFIED IN WRITING OF ANY PRICE REDUCTIONS WITHIN FIVE (5) BUSINESS DAYS OF THE EFFECTIVE DATE OF PRICE DECREASE.

ESTIMATED QUANTITIES:

ANY QUANTITIES NOTED HEREIN ARE EXPRESSLY FOR THE PURPOSE OF PROVIDING BIDDERS WITH A SENSE OF PROGRAM SCOPE AND UNDERSTOOD TO BE ESTIMATED ONLY AND FURTHER, **NO GUARANTEE OF ANY SPECIFIC QUANTITY IS IMPLIED, NOR WILL BE GIVEN.**

MODEL DEMONSTRATIONS:

THE EVALUATION OF BIDS SHALL INCLUDE FIELD TESTING AT A NUMBER OF SELECTED SITES STATEWIDE, OF MODELS AND ACCESSORIES OFFERED. THEREFORE, BIDDER AGREES TO SHIP, INSTALL AND MAKE OPERATIONAL (INCLUDING FULL TRAINING OF DESIGNATED COURT PERSONNEL) UP TO THREE (3) UNITS EACH OF THE COPIER SYSTEMS OFFERED FOR TESTING/EVALUATION PURPOSES, AT NO CHARGE, WITHIN FIVE (5) BUSINESS DAYS OF NOTIFICATION BY THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR. SPECIFIC LOCATIONS WILL BE COMMUNICATED AT TIME OF NOTIFICATION. REMOVAL AT CONCLUSION OF TESTING/EVALUATION PERIOD, IF NECESSARY, SHALL BE WHOLLY AT THE BIDDER'S EXPENSE.

FOR TESTING PURPOSES, BIDDER SHALL ALSO PROVIDE (AT NO CHARGE) SUFFICIENT CHEMICALS TO PRODUCE THE EQUIVALENT OF TWO (2) TIMES THE CATEGORICAL AVERAGE MONTHLY VOLUME AT EACH SELECTED TEST LOCATION. SITE-SPECIFIC VOLUME WILL ALSO BE PROVIDED AT TIME OF NOTIFICATION.

PRICING TERMS:

ALL PRICES SHALL REMAIN FIRM FOR ANY PERIOD WHICH THE CONTRACT IS IN FORCE (EXCEPT FOR ANY DECREASE(S)), SHALL BE NET F.O.B. INSTALL DESTINATION - INSIDE DELIVERY, INCLUDING UNCRATING, SETTING IN PLACE, READYING FOR USE AND OPERATIONAL INSTRUCTION OF COURT PERSONNEL ANYWHERE IN NEW YORK STATE.

MANDATORY RESERVE POOL:

AWARDED CONTRACTOR, OR DESIGNEE, **MUST** MAINTAIN A RESERVE POOL OF TWO (2) UNITS OF EACH MODEL AWARDED (OR APPROVED SUBSTITUTES) FOR PRIORITY INSTALL SITUATIONS AS DETERMINED BY THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR. ONE (1) UNIT OF EACH MODEL SHALL BE A BASE MODEL AND ONE (1) UNIT OF EACH MODEL SHALL BE ACCESSORY-EQUIPPED AS DETERMINED BY THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR. **SUCH UNITS MUST BE RESERVED FOR THE EXCLUSIVE USE OF THE UCS, BE SHIPPED WITHIN 24 HOURS OF NOTIFICATION, DELIVERED AND MADE OPERATIONALLY READY AT USER LOCATION NOT MORE THAN 96 HOURS FROM NOTIFICATION.**

GUARANTEE:

THE BIDDER GUARANTEES THAT THE EQUIPMENT OFFERED IS STANDARD NEW COPIERS, IN EXCELLENT WORKING CONDITION OF REGULAR IN-LINE CURRENT(STOCK) MODEL(S), AND EQUIPPED WITH ALL PARTS REGULARLY USED OR INHERENT WITH SUCH EQUIPMENT. ALSO, THAT NO ATTACHMENT OR PART HAS BEEN SUBSTITUTED OR APPLIED CONTRARY TO THE MANUFACTURER'S RECOMMENDATIONS AND STANDARD PRACTICE. ANY MODIFICATIONS OR IMPROVEMENTS (I.E. RETROFITS/SOFTWARE UPDATES) MADE BY THE MANUFACTURER WILL BE INCORPORATED ON ALL INSTALLED-TO-DATE AND SUBSEQUENTLY DELIVERED EQUIPMENT AT NO COST TO THE UCS.

IF ANY AWARDED MODEL IS DISCONTINUED, OR BECOMES UNAVAILABLE DURING ANY PERIOD THE CONTRACT IS IN FORCE, CONTRACTOR WILL BE REQUIRED TO SUBSTITUTE A COMPARABLE OR SUPERIOR MODEL FOR NEW OR SERVICE REPLACEMENTS AT NO INCREASE IN COSTS UPON APPROVAL BY CONTRACT & PROCUREMENT ADMINISTRATOR. UNDER NO CIRCUMSTANCES MAY A MODEL SUBSTITUTION OCCUR WITHOUT THE EXPRESS WRITTEN CONSENT OF THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR. UP TO THREE (3) OF EACH PROPOSED, SUBSTITUTE MODEL(S) MAY BE SUBJECT TO A 30 DAY FIELD TEST AT THE DISCRETION OF THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR.

EQUIPMENT PERFORMANCE:

COPY EQUIPMENT MUST PERFORM TO THE USING COURT'S/OFFICE'S SATISFACTION. PAPER JAMS AND MINOR MALFUNCTIONS MUST BE EASILY CORRECTED AT THE OPERATING LOCATION BY PERSONNEL ASSIGNED BY THE COURT OR OFFICE . CONTRACTOR SHALL BE ACCORDED A REASONABLE OPPORTUNITY TO CORRECT THE MALFUNCTION, HOWEVER EQUIPMENT FAILING TO PERFORM SATISFACTORILY SHALL BE PROMPTLY REMOVED OR REPLACED UPON NOTIFICATION FROM THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR (SEE "MODEL REPLACEMENT").

EQUIPMENT DELIVERIES:

ALL PHOTOCOPIERS MUST BE DELIVERED AND OPERATIONAL THIRTY (30) CALENDAR DAYS, OR SOONER, UPON WRITTEN NOTIFICATION FROM THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR.

SUPPLY DELIVERIES - INITIAL:

CONTRACTOR WILL BE REQUIRED TO SHIP OPERATING CHEMICALS

(BILLABLE) COMMENSURATE WITH THE INITIAL DELIVERY & INSTALLATION OF EACH COPIER IN QUANTITIES EQUAL TO TWO (2) TIMES THE CATEGORICAL AVERAGE MONTHLY VOLUME.

SUPPLY DELIVERIES - SUBSEQUENT:

THROUGHOUT THE TERM OF THE CONTRACT, CONTRACTOR WILL BE REQUIRED TO SHIP OPERATING SUPPLIES (CHEMICALS) ON AN "AS NEEDED BASIS". ORDERS FOR SUPPLIES WILL BE COMMUNICATED VERBALLY DIRECTLY BY THE COURT/OFFICE OR THEIR RESPECTIVE DISTRICT/ADMINISTRATIVE OFFICE WITHOUT A REQUISITE PURCHASE DOCUMENT. ACCORDINGLY, CONTRACTOR IS REQUIRED TO PROVIDE A DESIGNATED TOLL-FREE PHONE NUMBER FOR THIS PURPOSE.

CONTRACT EXPIRATION/TERMINATION - SUPPLIES:

UPON EXPIRATION OR TERMINATION OF THE AWARDED CONTRACT, ANY CHEMICALS ON HAND EQUAL TO FULL CARTON QUANTITIES SHALL BE RETURNABLE AT CONTRACTOR'S EXPENSE FOR FULL CREDIT.

CONTRACTOR COORDINATOR:

AWARDED CONTRACTOR WILL BE REQUIRED TO APPOINT AN INDIVIDUAL TO ACT AS PRIMARY CONTACT AND UCS ACCOUNT COORDINATOR THROUGHOUT THE CONTRACT TERM. THE ACCOUNT COORDINATOR WILL BE EXPECTED TO WORK CLOSELY WITH THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR AND OTHER UCS PERSONNEL WITH RESPECT TO ALL PHASES OF THE PROGRAM. CONTRACTOR WILL ESTABLISH A TOLL-FREE NUMBER FOR THIS PURPOSE.

EQUIPMENT/ACCESSORY PLACEMENTS:

INSTALLATIONS OF COPIERS OR ACCESSORIES WILL BE SUBJECT TO THE

PRIOR REVIEW AND APPROVAL OF THE APPROPRIATE DISTRICT/ADMINISTRATIVE OFFICE AND THE OCA-C&PA. **AUTHORIZATION TO SHIP AND INSTALL COPIERS OR ACCESSORIES SHALL BE IN WRITING SOLELY FROM THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR** AND SHALL BE BINDING WHEN POSTED OR ELECTRONICALLY COMMUNICATED TO CONTRACTOR'S , OR DESIGNEE'S, ADDRESS.

CENTRALIZED BILLING PROCEDURE:

AWARDED CONTRACTOR WILL BE REQUIRED TO COMPLY WITH A DISTRICT-BASED SUMMARY BILLING PROCEDURE CURRENTLY IN PLACE FOR THE INVOICING OF COPIER PAYMENTS (SPECIFICS AVAILABLE UPON REQUEST). INSTALLATIONS IN THE **FIVE BOROUGHES OF NEW YORK CITY** WILL ALSO REQUIRE SUMMARY BILLING TO APPROXIMATELY EIGHTEEN (18) ADMINISTRATIVE LOCATIONS. PRECISE BILLING INFORMATION SHALL BE PROVIDED TO AWARDED CONTRACTOR.

STATUS REPORTING:

CONTRACTOR SHALL PROVIDE THE OCA-C&PA WITH SUCH STATUS REPORTS AS MAY BE REASONABLY AND OCCASIONALLY REQUESTED.

SERVICE CAPABILITY:

BIDDERS MUST BE CAPABLE OF ASSURING AND MAINTAINING STATEWIDE SERVICE SUPPORT FOR AWARDED INSTALLATIONS THROUGHOUT THE NEW YORK STATE UNIFIED COURT SYSTEM. THEREFORE, BIDDERS **MUST INCLUDE WITH THEIR RESPONSE** A COMPLETE LISTING OF THOSE BRANCH OR DEALERSHIP LOCATIONS WHICH WILL RENDER SERVICE , THEIR GEOGRAPHIC AREAS OF RESPONSIBILITY AND PRESENT NUMBER OF SERVICE PERSONNEL QUALIFIED/CERTIFIED ON EACH MODEL BEING OFFERED FOR BID. "STATEWIDE SERVICE SUPPORT" SHALL, AS A MINIMUM, BE CAPABLE OF COMPLYING WITH THE REQUIREMENTS SET FORTH IN "SERVICE CALLS" BELOW.

SERVICE CALLS:

SERVICE CALLS REPORTED IN THE **FORENOON** OF ANY WORKING DAY WILL BE SERVICED ON THE **SAME DAY**. SERVICE CALLS REPORTED IN THE **AFTERNOON** OF ANY WORKING DAY WILL BE SERVICED NOT LATER THAN NOON OF THE **NEXT WORKING DAY**. CONTRACTOR SHALL ESTABLISH A TOLL-FREE NUMBER FOR THIS PURPOSE.

NOTE: FAILURE TO RESPOND WITHIN THE STATED TIME PERIODS MAY RESULT IN A REDUCTION OF INVOICED CHARGES AS FOLLOWS; 10% OF TOTAL INVOICED MONTHLY AMOUNT APPLICABLE TO THE RESPECTIVE UNIT FOR EACH BUSINESS DAY THAT SERVICE IS DELAYED.

IF THE UNIT CANNOT BE MADE FULLY FUNCTIONAL, OR IT BECOMES NECESSARY TO REMOVE THE UNIT FOR PROPER SERVICING, CONTRACTOR **MUST** PROVIDE AN IMMEDIATE **COMPARABLE** "LOANER" MODEL, INCLUDING CHEMICALS IF SUCH LOANER MODEL IS OTHER THAN AN AWARDED MODEL, AT NO CHARGE PENDING THE RETURN OR REPLACEMENT OF THE ORIGINAL UNIT.

MODEL REPLACEMENT:

IF A SPECIFIC MACHINE IS NOT PERFORMING TO THE SATISFACTION OF THE USER LOCATION AFTER CONTRACTOR'S REASONABLE ATTEMPTS TO CORRECT SAME, AN IMMEDIATE LIKE FOR LIKE REPLACEMENT WILL BE PERFORMED UPON WRITTEN NOTIFICATION BY THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR.

* * * DETAILED & TECHNICAL SPECIFICATIONS * * *

IMPORTANT!!

BIDDERS ARE ADVISED THAT DIGITAL TECHNOLOGY IS REQUIRED FOR ALL CATEGORIES SPECIFIED HEREIN. "DIGITAL" IS HEREIN DEFINED AS A SYSTEM WITH THE ABILITY AND FUNCTION OF SCANNING AND DIGITIZING ORIGINALS INTO MEMORY BEFORE REPRODUCING THEM, PROVIDING UNLIMITED DUPLEXING CAPABILITIES AND WHICH CAN BE OPTIONALLY CONFIGURED AS MULTI FUNCTIONAL DEVICES TO ACHIEVE FAXING, PRINTING AND/OR SCANNING.

THERE CURRENTLY EXISTS APPROXIMATELY **1255** COPIER INSTALLATIONS AT COURT LOCATIONS THROUGHOUT THE UCS. THE JUDICIAL MAP - **APPENDIX B** REFLECTS THE GENERAL DISTRIBUTION OF THE UNITS STATEWIDE. THE INSTALLATIONS CONSIST OF EITHER A BASE MODEL POSSESSING CERTAIN INHERENT FEATURES OR, THE BASE MODEL EQUIPPED WITH ONE OR MORE OPTIONS (I.E. STACK-FED AUTOMATIC DOCUMENT FEEDER, STAPLER - FINISHER, AUTO TWO-SIDED COPYING (DUPLEXING) AS PRESENTED BELOW.

CATEGORY I - MONTHLY VOLUME OF **1,000 - 10,000** COPIES
AVERAGE MONTHLY VOLUME: **3100** COPIES
APPROX. NUMBER OF BASE UNITS: **26**
APPROX. NUMBER WITH ACCESSORY(S): **723**
APPROX. TOTAL CURRENT INSTALLS: **729**
APPROX. NUMBER NETWORKED: **04**

CATEGORY II - MONTHLY VOLUME OF **10,000 - 25,000** COPIES
AVERAGE MONTHLY VOLUME: **6800** COPIES

APPROX. NUMBER OF BASE UNITS: 58
APPROX. NUMBER WITH ACCESSORY(S): 383
APPROX. TOTAL CURRENT INSTALLS: 441
APPROX. NUMBER NETWORKED: 08

IMPORTANT

**BIDDER IS REQUIRED TO OFFER “STAND A LONE” AND “NETWORKED”
PRICING FOR CATEGORIES III AND IV.**

**FOR CATEGORY III ONLY, BIDDER IS ALSO REQUIRED TO PRESENT “HIGH”
AND “LOW” VOLUME” PRICING (SEE “COST METHODOLOGY”)**

CATEGORY III

MONTHLY VOLUME OF **25,000 - 45,000** COPIES
AVERAGE MONTHLY VOLUME: **VARIES - SEE “DETAILED
SPECIFICATIONS”**

APPROX. TOTAL CURRENT INSTALLS: 67
APPROX. NUMBER NETWORKED: 21

CATEGORY IV

MONTHLY VOLUME OF **45,000 - 80,000** COPIES
AVERAGE MONTHLY VOLUME: **19,000 COPIES**
APPROX. TOTAL CURRENT INSTALLS: 18
APPROX. NUMBER NETWORKED: 10

**NOTE: THERE WILL BE NO SPLIT AWARDS. ALL CATEGORIES WILL BE
AWARDED TO A SINGLE CONTRACTOR. FAILURE OF BIDDER TO PROVIDE
MODEL(S) AND PRICING FOR ALL CATEGORIES WILL BE CONSIDERED AN
INCOMPLETE OR NON-RESPONSIVE BID AND MAY BE REJECTED!**

COST METHODOLOGY:

THE **COST** OF A BIDDER'S OFFER WILL BE DETERMINED BY CALCULATING THE RESPECTIVE MODEL'S BASE MONTHLY DOLLAR AMOUNT, COPY ALLOWANCE, METER CHARGES, SPECIFIED ACCESSORIES, CHEMICAL(S) AND ANY OTHER CHARGES NOTED IN BIDDER'S OFFER (EXCEPT SUCH ITEMS PRESENTED & PRICED PURSUANT TO "**NOTE**" ON PAGE 26) BASED ON THE CURRENT, ESTIMATED NUMBER OF SELECTED CONFIGURATIONS IN ALL CATEGORIES PROJECTED OVER THE 36 MONTH TERM OF THE CONTRACT. THESE COST FACTORS WILL BE APPLIED AS FOLLOWS:

NOTE: ALL MODELS CURRENTLY INSTALLED IN ALL FOUR (4) CATEGORIES ARE EQUIPPED WITH AUTO TWO-SIDED (ADU) CAPABILITY.

CATEGORY I

APPROXIMATE CURRENT INSTALLS - 729

APPLICATION OF COPIERS IN THIS CATEGORY IS EXPECTED TO MEET MONTHLY VOLUME OF **1,000 - 10,000** COPIES; AVERAGE MONTHLY VOLUME OF **3,100**. IN ADDITION TO THE FEATURES/ACCESSORIES NOTED BELOW, REFER TO OTHER SECTIONS OF THIS RFB FOR FURTHER REQUIREMENTS. OF THE APPROXIMATE **729** UNITS CURRENTLY INSTALLED IN THIS CATEGORY, AN ESTIMATED **26** ARE BASE UNITS AND **234** ARE MOST COMMONLY CONFIGURED AS NOTED BELOW. THE REMAINING UNITS ARE CONFIGURED WITH VARIOUS FEATURES AND ACCESSORIES.

BASE MODEL (INCLUDING BASE MONTHLY AMOUNT, COPY ALLOWANCE, OVERAGE & CHEMICALS) @ **3,100** COPIES (AVG. MO. VOL.) X ESTIMATED **26** UNITS X **36** MONTHS =

TOTAL ESTIMATED COST OF: \$ _____.

PLUS

BASE MODEL (INCLUDING BASE MONTHLY AMOUNT, COPY ALLOWANCE, OVERAGE & CHEMICALS) **WITH** ADF/RADF, STAPLER/FINISHER & ADU @ **3,100** COPIES (AVG. MO. VOL.) **X ESTIMATED 234 UNITS X 36 MONTHS =**

TOTAL ESTIMATED COST OF: \$ _____.

TOTAL ESTIMATED COSTS OF BASE UNIT AND BASE UNIT WITH FEATURES SHALL BE COMBINED TO EQUAL:

CATEGORY I ESTIMATED GRAND TOTAL= \$ _____

CATEGORY II

APPROXIMATE CURRENT INSTALLS - 441

APPLICATION OF COPIERS IN THIS CATEGORY IS EXPECTED TO MEET MONTHLY VOLUME OF **10,000 - 25,000** COPIES; AVERAGE MONTHLY VOLUME OF **6,800 COPIES**. IN ADDITION TO THE FEATURES AND ACCESSORIES NOTED BELOW, REFER TO OTHER SECTIONS OF THIS RFB FOR FURTHER REQUIREMENTS. OF THE APPROXIMATE **441** UNITS CURRENTLY INSTALLED IN THIS CATEGORY, AN ESTIMATED **58** ARE BASE UNITS WITH ADF AND **183** ARE MOST COMMONLY CONFIGURED AS NOTED BELOW . THE REMAINING UNITS ARE CONFIGURED WITH VARIOUS FEATURES AND ACCESSORIES.

BASE MODEL **WITH** ADF/RADF (INCLUDING MONTHLY AMOUNT, COPY ALLOWANCE, OVERAGE & CHEMICALS) @ **6,800** COPIES (AVG. MO. VOL.) **X ESTIMATED 58 UNITS X 36 MONTHS =**

TOTAL ESTIMATED COST OF: \$ _____

PLUS

BASE MODEL (INCLUDING MONTHLY AMOUNT, COPY ALLOWANCE, OVERAGE,
& CHEMICALS) **WITH** RDH/RADF, ADU, LCT, STAPLER/FINISHER @ **6,800**
COPIES (AVG. MO. VOL.) X ESTIMATED **183 UNITS X 36 MONTHS =**

TOTAL ESTIMATED COST OF: \$ _____

TOTAL ESTIMATED COSTS OF BASE UNIT AND BASE UNIT WITH FEATURES
SHALL BE COMBINED TO EQUAL:

CATEGORY II ESTIMATED GRAND TOTAL= \$ _____

CATEGORY III & IV

CATEGORY III - ESTIMATED NUMBER OF INSTALLS - 67

NUMBER OF UNITS NETWORKED - 21

CATEGORY IV - ESTIMATED NUMBER OF INSTALLS - 18

NUMBER OF UNITS NETWORKED -10

THESE CATEGORIES **REQUIRE** BIDDERS TO PRESENT MODEL(S) AND
PRICING STRUCTURES FOR “**STAND ALONE**” AND “**NETWORKED**”(I.E.
ELECTRONICALLY CONNECTED TO, AND SERVING, TWO OR MORE DESKTOP
PC UNITS) AND CATEGORY III REQUIRES “**HIGH VOLUME**” AND “**LOW**
VOLUME” PRICING PLANS. APPLICATION OF COPIERS IN THIS CATEGORY IS
EXPECTED TO MEET TWO (2) GENERAL MONTHLY VOLUME RANGES OF:

CATEGORY III - 25,000- 45,000

CATEGORY IV - 45,000 - 80,000

IN ADDITION TO THE REQUIRED FEATURES AND ACCESSORIES NOTED BELOW, REFER TO OTHER SECTIONS OF THIS RFB AND "ADDITIONAL SPECIAL REQUIREMENTS FOR CATEGORY III & IV" FOR FURTHER REQUIREMENTS.

- * RDH/RADF
- * STAPLER / FINISHER
- * FULLY AUTOMATIC DUPLEXING

NOTE: PRICING IS REQUIRED FOR BOTH "STAND ALONE" AND "NETWORKED" MODES AS FOLLOWS:

CATEGORY III - 25,000 - 45,000 COPIES MONTHLY

AVERAGE MONTHLY VOLUME OF:

STAND ALONE UNDER 15K (32 UNITS) - AVERAGE VOLUME 9,000 COPIES

" " OVER 15K (14 UNITS) - AVERAGE VOLUME 24,000 COPIES

NETWORKED UNDER 15K (14 UNITS) - AVERAGE VOLUME 6,900 COPIES

" " OVER 15K (7 UNITS) - AVERAGE VOLUME 17,500 COPIES

NOTE: CATEGORY III ALSO REQUIRES BIDDER'S TO NOTE A "HIGH VOLUME" AND "LOW" VOLUME PRICE. **THE "BREAK POINT" SHALL BE 15,000 COPIES/MO.** FOR MODEL(S), INCLUDING MONTHLY AMOUNT, COPY ALLOWANCE, OVERAGE & CHEMICALS AND ALL REQUIRED FEATURES AND ACCESSORIES:

LOW VOLUME (UP TO 15,000 COPIES PER MONTH):

STAND ALONE \$ _____ /MO. @ 9,000 COPIES (ESTIMATED AVG. MO. VOL.) X ESTIMATED 32 UNITS X 36 MONTHS = \$ _____ PLUS (+)

**NETWORKED \$ _____ /MO. @ 6,900 COPIES (ESTIMATED AVG. MO. VOL.)
X ESTIMATED 14 UNITS X 36 MONTHS = \$ _____ PLUS (+)**

HIGH VOLUME (15,000 + PER MONTH):

**STAND ALONE \$ _____ /MO. @ 24,000 COPIES (ESTIMATED AVG. MO.
VOL.) X ESTIMATED 14 UNITS X 36 MONTHS = \$ _____ PLUS (+)**

**NETWORKED \$ _____ /MO. @ 17,500 COPIES (ESTIMATED AVG. MO.
VOL.) X ESTIMATED 7 UNITS X 36 MONTHS = \$ _____ =**

CATEGORY III ESTIMATED GRAND TOTAL COSTS OF \$ _____.

**CATEGORY IV - 45,000 - 80,000 COPIES MONTHLY
AVERAGE MONTHLY VOLUME OF 19,000**

MODEL(S), INCLUDING MONTHLY AMOUNT, COPY ALLOWANCE, OVERAGE &
CHEMICALS AND ALL REQUIRED FEATURES AND ACCESSORIES:

**STAND ALONE \$ _____ /MO. @ 19,000 COPIES (ESTIMATED AVG. MO.
VOL.) X ESTIMATED 08 UNITS X 36 MONTHS = \$ _____ PLUS (+)**

**NETWORKED \$ _____ /MO. @ 19,000 COPIES (ESTIMATED AVG. MO.
VOL.) X ESTIMATED 10 UNITS X 36 MONTHS = \$ _____ =**

CATEGORY IV ESTIMATED GRAND TOTAL COSTS OF \$ _____.

LOWEST, TOTAL PROGRAM ESTIMATED COSTS:

**LOWEST, ESTIMATED PROGRAM COSTS WILL BE DETERMINED BY
COMBINING**

THE "ESTIMATED GRAND TOTALS" OF CATEGORIES I, II, III & IV .

ACCURACY OF BID:

IMPORTANT: ALTHOUGH ALL COST FACTORS WILL BE VERIFIED, BIDDERS MUST PERFORM ALL CALCULATIONS PER THE ABOVE FORMULAS FOR EACH MODEL OFFERED AND PRESENT SAME ON THE BID RESPONSE FORM(S). BIDDERS ARE WHOLLY AND SOLELY RESPONSIBLE FOR THEIR PRICING AND CALCULATIONS. UNIT PRICING WILL PREVAIL. FAILURE TO PROVIDE ALL REQUIRED COSTS, CALCULATIONS AND PROJECTIONS MAY RESULT IN REJECTION OF BID.

PURSUANT TO THE TERMS OF THIS BID SOLICITATION, SPECIFICATIONS AND RESULTING CONTRACT, THE AWARDED CONTRACTOR AGREES TO PROVIDE:

- A) DELIVERY -** FULL, INSIDE DELIVERY (INCLUDING FLOOR & ROOM), COMPLETE INSTALLATION, READYING FOR USE AND OPERATIONAL INSTRUCTION OF PERSONNEL OF COPIER MODEL(S) AWARDED AT NO ADDITIONAL CHARGE WITHIN THIRTY (30) DAYS, OR SOONER, OF NOTIFICATION.

- B) REMOVAL -** REMOVAL OF EQUIPMENT WITHOUT COST UPON EXPIRATION OR TERMINATION OF THE CONTRACT OR UPON THE CANCELLATION OF ANY SPECIFIC UNIT DEEMED NECESSARY BY THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR.

- C) FSMA -** FULL SERVICE MAINTENANCE AND ALL NON-CONSUMABLE PARTS REPLACEMENT INCLUDING DRUMS/SURFACES/MODULES. SERVICE SHALL INCLUDE CONTRACTOR'S REGULARLY SCHEDULED PREVENTIVE MAINTENANCE (PM) AND EMERGENCY SERVICE AS SPECIFIED UNDER "SERVICE CALLS".

D) CHEMICALS - INSIDE DELIVERY (INCLUDING FLOOR & ROOM) OF ALL CHEMICALS REQUIRED FOR PROPER PHOTOCOPY PRODUCTION TO THE INDIVIDUAL ORDERING COURT/OFFICE LOCATION.

REPLENISHMENT OF SUPPLIES:

THE EASE WITH WHICH CHEMICALS CAN BE REPLENISHED MAY BE A DETERMINING FACTOR IN THIS AWARD.

COPY ALLOWANCE/METER EXCESS:

THE MONTHLY COPY ALLOWANCE SPECIFIED BY BIDDER SHALL BE TREATED AS AN AGGREGATE TOTAL OVER A THREE (3) MONTH PERIOD AND NO METER CHARGES SHALL BE PAYABLE UNTIL THE AGGREGATE TOTAL IS EXCEEDED. **EXAMPLE:** MONTHLY COPY ALLOWANCE = 8000 X 3 MONTHS = 24,000 COPIES. METER CHARGES ARE PAYABLE COMMENCING WITH COPY **24,001**.

COPY QUALITY:

COPY QUALITY MUST BE CONSISTENT WITH THE LATEST STATE OF THE ART TECHNOLOGY AND MAY BE A CONSIDERATION IN THE EVALUATION OF BIDS. COPY QUALITY MUST BE CAPABLE OF PRODUCING HIGH RESOLUTION, HIGH CONTRAST **BLACK AND WHITE** COPIES OF TYPEWRITTEN MATERIAL, COLOR PAGES, PEN SIGNATURE, OR ANY OTHER SUITABLE WRITTEN OR PRINTED MATERIALS . THE OCA-C&PA SHALL HAVE FINAL DETERMINATION OF COPY QUALITY.

COPY SIZES/ORIGINALS:

PHOTOCOPIERS MUST BE CAPABLE OF REPRODUCING FROM 8 ½" X 11", 8 ½" X 14" AND 11" X 17" SIZED ORIGINAL MATERIALS.

COPIER PAPER:

ONLY THOSE PHOTOCOPIERS USING NON-COATED, PLAIN BOND-TYPE PAPER WILL BE CONSIDERED.

PAPER CASSETTES:

COPIER MUST BE PROVIDED WITH AT LEAST ONE (1) ENGAGED TRAY/CASSETTE, OR INTERNAL SOURCE BIN, EACH FOR 8-1/2" X 11", 8-1/2" X 11R" AND 8-1/2" X 14" AS FOLLOWS:

FOR 8 1/2" X 11", MINIMUM ENGAGED CAPACITY SHALL BE:

CATEGORY I - 500 SHEETS ON-LINE

CATEGORY II - 1000 SHEETS ON-LINE

CATEGORY III - 2000 SHEETS ON-LINE

CATEGORY IV - 2500 SHEETS ON-LINE

FOR 8 1/2" X 14", MINIMUM ENGAGED CAPACITY SHALL BE:

250 SHEETS ON-LINE FOR ALL CATEGORIES.

11" X 17" MAY BE ACCOMMODATED VIA BY-PASS DOOR/ACCESS.

ELECTRICAL CURRENT:

MACHINES SHALL BE DESIGNED FOR MAXIMUM LAMP LIFE, BE SUITABLY REGULATED TO INSURE CONSISTENT COPY QUALITY (HEAT AND VOLTAGE), BE PROTECTED AGAINST ELECTRICAL OVERLOAD AND OVERHEAT, INCLUDING INSTALLATION OF REGULATOR DEVICE. UNITS SHALL BE

FURNISHED WITH HEAVY-DUTY, THREE-WIRE POWER CORD AND PLUG. MACHINE MUST BE CAPABLE OF OBTAINING POWER FROM THE ELECTRICAL SERVICE CURRENTLY AVAILABLE AT THE REQUIRED LOCATION(S) (PREDOMINATELY 110-120V). **POWER MODIFICATIONS NECESSARY TO ACCOMMODATE MODELS OFFERED SHALL BE WHOLLY AT THE EXPENSE OF THE BIDDER/CONTRACTOR.** NECESSARY RECONFIGURATION OF RECEPTACLES ONLY SHALL BE THE RESPONSIBILITY OF THE RECEIVING COURT/OFFICE LOCATION.

ADDITIONAL REQUIREMENTS:

IN ADDITION TO ALL OF THE AFOREMENTIONED GENERAL AND DETAILED/TECHNICAL SPECIFICATIONS, THE MODEL(S) OFFERED SHALL MEET THE FOLLOWING CRITERIA:

CAPABLE OF **RELIABLY** PRODUCING THE MONTHLY COPY VOLUME RANGE SPECIFIED FOR THE AWARDED CATEGORIES.

MUST BE FREE STANDING ON THE FLOOR AREA.

STATIONARY PLATEN LOADING AREA FOR ORIGINALS. MODELS UTILIZING A MOVABLE PLATEN/CARRIAGE DESIGN **ARE NOT** CONDUCIVE TO JUDICIAL OPERATIONS AND **WILL NOT** BE CONSIDERED..

CAPABLE OF COPYING SINGLE SHEETS, OPEN BOOKS AND THREE (3) DIMENSIONAL OBJECTS.

CONTAIN A CAPTIVE SUPPLY OF CHEMICALS AND PAPERS, THE LATTER AS NOTED IN "PAPER CASSETTES".

FUNCTION RELIABLY USING STANDARD (16-24 POUND) BOND PAPER.

- * COPIES SHALL BE AUTOMATICALLY DELIVERED DRY INTO A RECEIVING TRAY.
- * MODEL(S) MUST BE DESIGNED FOR CONTINUOUS DUTY AT COPY SPEED SPECIFIED.
- * MINIMUM COPY SPEED SHALL BE "OFF THE GLASS", VOID OF ANY ACCESSORIES AND BASED ON 8 ½" X 11" AS FOLLOWS:

CATEGORY I 20 CPM (+/-)

CATEGORY II 30 CPM (+/-)

CATEGORY III 40 CPM (+/-)

CATEGORY IV 50 CPM (+/-)

- * COPY QUANTITY SELECTOR MUST PROVIDE 1-99 MINIMUM AND AUTOMATICALLY RESET TO "0" OR "1".
- * BE CAPABLE OF HAVING ENGAGED PAPER CASSETTES AS SPECIFIED IN "PAPER CASSETTES" WITH PROPER INDICATOR(S) AND PUSH BUTTON SELECTION.
- * HAVE AS A MINIMUM THE FOLLOWING CONTROLS AND INDICATORS: ON-OFF, LIGHT-DARK RANGE, COPY CYCLE START, CHEMICAL SUPPLY INDICATOR(S), PAPER-SIZE ENGAGED,

TROUBLE (MIS-FEEDS, ETC.) INDICATORS.

- * MAGNIFICATION - NONE (NOMINAL 1:1).

- * REDUCTION - AT LEAST ONE (1) REDUCTION MODE APPROXIMATELY 75% OF ORIGINAL FOR CATEGORY I AND TWO (2) REDUCTION MODES APPROXIMATELY 65% AND 75% OF ORIGINAL FOR CATEGORIES II, III AND IV.

- * ENLARGEMENT - AT LEAST ONE (1) ENLARGEMENT MODE APPROXIMATELY 125% OF ORIGINAL FOR ALL CATEGORIES.

- * "ZOOM" FEATURE - IN ADDITION TO PRE-SET MODES, INCREMENTAL REDUCTION AND ENLARGEMENT FOR ALL CATEGORIES.

OPTIONAL FEATURES:

IN ADDITION TO THE BASE MODEL(S), THE FOLLOWING OPTIONAL FEATURES ARE REQUIRED TO BE PROVIDED TO A NUMBER OF COURTS AND OFFICES;

RECIRCULATING DOCUMENT HANDLER/REVERSING AUTOMATIC DOCUMENT FEEDER (RDH/RADF)

FULLY AUTOMATIC DOCUMENT FEED (ADF) -
MINIMUM STACK LOADING CAPACITY OF TWENTY (20)
ORIGINALS.

LARGE CAPACITY TRAY (OR EQUAL) - CATEGORY II, III AND IV
ADJUSTABLE FOR 8 ½" X 11" OR 8 ½" X 14".

FULL AUTO TWO-SIDED COPYING (DUPLEXING) - ALL CATEGORIES.

AUTOMATIC ON-LINE STAPLER/FINISHER WITH FOLLOWING MINIMUM FINISHER CAPACITIES:

20 CPM - 1000 SHEETS

30 CPM - 1000 SHEETS

40 CPM - 1000 SHEETS

50 CPM - 1000 SHEETS

ADDITIONAL SPECIAL REQUIREMENTS FOR NETWORKED DIGITAL COPIERS

MUST:

INCLUDE ALL HARDWARE, SOFTWARE AND SUPPORT NECESSARY FOR CONNECTION.

BE FULLY SUPPORTED WITH CONTRACTOR PERSONNEL TO INTERFACE WITH UCS STAFF TO MAKE SYSTEM FUNCTIONAL, INCLUDING ANY UCS - INITIATED UPGRADES, CHANGES OR MODIFICATIONS TO THE OPERATING ENVIRONMENT.

IF CONNECTIVITY IS NOT INCLUDED IN THE BASE COST, CONNECTIVITY MUST BE NOTED AS AN "OPTION" WITH RESPECTIVE COST.

OPERATE IN ANY OF THE FOLLOWING COMPUTING ENVIRONMENTS:

LINUX WINDOWS 2000 WINDOWS XP WINDOWS SERVER 2003

OPERATE IN ETHERNET OR FAST ETHERNET.

(10 / 100 / 1000 MBS)

OPERATE ON ANY OF THE FOLLOWING NETWORK OPERATING SYSTEMS:

**UNIX (SOLARIS) WINDOWS 2000 WINDOWS XP
NETWARE 6.X LINUX**

SUPPORT TCP/IP PROTOCOL

HAVE SERVICE SUPPORT AND BE INCLUDED IN BASE CHARGE, INCLUDING CALLS NECESSITATED BY SOFTWARE PROBLEMS. THERE SHALL BE NO SEPARATE OR ADDITIONAL SERVICE CALL CHARGES ALLOWED.

NOTE: IN ADDITION TO THE ABOVE-LISTED OPTIONS, BIDDERS ARE TO LIST ALL OTHER OPTIONS AVAILABLE FOR EACH MODEL OFFERED, INCLUDING RESPECTIVE MONTHLY PRICING.

IMPORTANT:

THE "GENERAL" AND "TECHNICAL" SPECIFICATIONS CONTAINED HEREIN ARE INTENDED AS MINIMUM REQUIREMENTS. BIDDERS MAY OFFER ANY NUMBER OF MODELS, OR COMBINATION(S) THEREOF IN ANY CATEGORY(S) AND/OR OPTIONAL PRICING PLANS, FEATURES, GUARANTEES, ETC. WHICH EXCEED THESE SPECIFICATIONS.

BIDDERS MAY OFFER ANY NUMBER OF MODELS PER VOLUME CATEGORY WHICH MEET THE CATEGORICAL SPECIFICATIONS, BUT **MUST COMPLETE A BID RESPONSE FORM** FOR EACH MODEL AND PRICING PLAN OFFERED.

SPECIFICATIONS DISCREPANCIES:

IN THE EVENT OF A DISCREPANCY REGARDING MODEL SPECIFICATIONS OR CAPABILITIES, THE MOST CURRENT ISSUE OF **BUYER'S LABORATORY, INC. ELECTRONIC COPIER SELECTION GUIDE** SHALL BE THE SOURCE DOCUMENT FOR THE RESOLUTION OF SUCH DISCREPANCY. AS STATED PREVIOUSLY, OCA/C&PA RESERVES THE RIGHT TO WAIVE MINOR DISCREPANCIES & TECHNICALITIES.

SILENCE OF THE SPECIFICATIONS:

THE APPARENT SILENCE OF THE SPECIFICATIONS CONTAINED HEREIN 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 SHALL PREVAIL. ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THIS STATEMENT.

*** * * BID RESPONSE FORM * * ***

CATEGORY I ONLY

(1,000 - 10,000)

NOTE: A SEPARATE BID RESPONSE FORM MUST BE COMPLETED IN ITS ENTIRETY FOR EACH CATEGORICAL MODEL PROPOSED. THE BID RESPONSE FORM(S) MUST BE ATTACHED AND RETURNED WITH THE COMPLETED REQUEST FOR BID (RFB) AND ALL OTHER REQUIRED DOCUMENTS OF ATTACHMENT I AND ATTACHMENT II.

BASE MODEL: _____ OR, BASE MODEL W/ ACCESS: _____
MANUFACTURED BY _____

NOTE: BIDDER MUST CLEARLY ENTER "NO CHARGE" OR "INCLUDED" FOR ANY ITEM WHICH BIDDER DOES NOT OTHERWISE ENTER A DOLLAR AMOUNT AND CLARIFY ANY "N/A" NOTED.

BASE MODEL RATE: \$ _____ /MO.

BASE MODEL RATE WITH ADF/RADF, STAPLER/FINISHER, ADU \$ _____ /MO.

NUMBER OF COPIES INCLUDED IN BASE RATE: _____

RATE PER COPY IN EXCESS OF ALLOWANCE: \$ _____

OPTIONAL FEATURES - RATE/MONTH AS FOLLOWS:

| | |
|------------------------------|----------|
| RDH/RADF: | \$ _____ |
| FULL-AUTO DOC. FEED (FADF): | \$ _____ |
| STAPLER/FINISHER: | \$ _____ |
| AUTO TWO-SIDED COPYING (ADU) | \$ _____ |
| NETWORKING CONNECTION | \$ _____ |
| OTHER | \$ _____ |

SUPPLIES: BIDDERS ARE TO INDICATE ALL CHEMICALS REQUIRED FOR SPECIFIED MODEL

CHEMICAL \$ CARTON PACK/CTN. YIELD/CTN. ***COST/COPY**

* ROUNDED TO FOUR (4) DECIMAL PLACES.

TOTAL CHEMICAL COST PER COPY: \$ _____

CHEMICAL MANUFACTURER/SUPPLIER: _____

COST CALCULATIONS

BIDDERS ARE REMINDED THAT ALL CALCULATIONS MUST BE COMPLETE AND ACCURATE. FAILURE TO COMPLY MAY RESULT IN BID REJECTION.

REQUIRED CALCULATIONS:

BASED ON THE PRICING NOTED HEREON AND PURSUANT TO THE FORMULAS PRESENTED ON **PAGES 14-18** OF THE DETAILED/TECHNICAL SPECIFICATIONS, THE FOLLOWING COST PROJECTIONS ARE MADE:

BASE MODEL RATE - \$ _____ /MO.

(INC. MONTHLY BASE RATE, COPY ALLOWANCE, EXCESS METER & CHEMICALS) @ **CATEGORY I - 3,100 AVERAGE COPIES /MO. X CATEGORY I - 26 BASE UNITS = \$ _____ X 36 MONTHS =**

TOTAL ESTIMATED COST OF: \$ _____

PLUS

BASE MODEL W/ ADF/RADF, STAPLER/FINISHER, ADU RATE - \$ _____
/MO.

(INC. MONTHLY BASE RATE, COPY ALLOWANCE, EXCESS METER,
ACCESSORIES & CHEMICALS) @ CATEGORY I 3,100 AVERAGE COPIES /MO.

X CATEGORY I - 234 UNITS WITH COMMON ACCESSORIES = \$ _____ X 36
MONTHS =

TOTAL EST. COST OF: \$ _____

EQUALS

CATEGORY I ESTIMATED GRAND TOTAL

(BASE MODEL COST + BASE MODEL WITH ACCESSORIES) = \$ _____

NAME OF COMPANY

DATE

AUTHORIZED SIGNATURE

NAME IN PRINT

TITLE

*** * * BID RESPONSE FORM * * ***

CATEGORY II ONLY

(10,000 - 25,000)

NOTE: A SEPARATE BID RESPONSE FORM MUST BE COMPLETED IN ITS ENTIRETY FOR EACH CATEGORICAL MODEL PROPOSED. THE BID RESPONSE FORM(S) MUST BE ATTACHED AND RETURNED WITH THE COMPLETED REQUEST FOR BID (RFB) AND ALL OTHER REQUIRED DOCUMENTS OF ATTACHMENT I AND ATTACHMENT II.

BASE MODEL: _____ OR, BASE MODEL W/ ACCESS: _____
MANUFACTURED BY _____

NOTE: BIDDER MUST CLEARLY ENTER “NO CHARGE” OR “INCLUDED” FOR ANY ITEM WHICH BIDDER DOES NOT OTHERWISE ENTER A DOLLAR AMOUNT AND CLARIFY ANY “N/A” NOTED.

BASE MODEL RATE \$ _____ /MO. BASE MODEL RATE WITH RDH/RADF, ADU, LCT, STAPLER/FINISHER \$ _____ MO.

NUMBER OF COPIES INCLUDED IN BASE RATE: _____

RATE PER COPY IN EXCESS OF ALLOWANCE: \$ _____

OPTIONAL FEATURES: RATE/MONTH AS FOLLOWS:

| | |
|------------------------------|----------|
| RDH/RADF: | \$ _____ |
| FULL-AUTO DOC. FEED (FADF): | \$ _____ |
| STAPLER/FINISHER: | \$ _____ |
| AUTO TWO-SIDED COPYING (ADU) | \$ _____ |
| LARGE CAPACITY TRAY - | \$ _____ |
| NETWORKING CONNECTION | \$ _____ |
| OTHER | \$ _____ |

SUPPLIES: BIDDERS ARE TO INDICATE ALL CHEMICALS REQUIRED FOR SPECIFIED MODEL

| <u>CHEMICAL</u> | <u>\$ CARTON</u> | <u>PACK/CTN.</u> | <u>YIELD/CTN.</u> | <u>*COST/COPY</u> |
|-----------------|------------------|------------------|-------------------|-------------------|
| | | | | |
| | | | | |
| | | | | |

* ROUNDED TO FOUR (4) DECIMAL PLACES.

TOTAL CHEMICAL COST PER COPY: \$ _____

CHEMICAL MANUFACTURER/SUPPLIER: _____

COST CALCULATIONS

BIDDERS ARE REMINDED THAT ALL CALCULATIONS MUST BE COMPLETE AND ACCURATE. FAILURE TO COMPLY MAY RESULT IN BID REJECTION.

REQUIRED CALCULATIONS:

BASED ON THE PRICING NOTED HEREON AND PURSUANT TO THE FORMULAS PRESENTED ON **PAGES 14-18** OF THE DETAILED/TECHNICAL SPECIFICATIONS, THE FOLLOWING COST PROJECTIONS ARE MADE:

BASE MODEL (WITH ADF/RADF) COSTS - \$ _____ MO.

(INC. MONTHLY BASE RATE, COPY ALLOWANCE, EXCESS METER & CHEMICALS) @ **CATEGORY II - 6,800 AVERAGE COPIES /MO. X CATEGORY II - 58 BASE UNITS = \$ _____ X 36 MONTHS =**

TOTAL ESTIMATED COST OF: \$ _____

PLUS

BASE MODEL W/ RDH/RADF, ADU, LCT, STAPLER/FINISHER RATE -
\$ _____ /MO. (INC. MONTHLY BASE RATE, COPY ALLOWANCE, EXCESS
 METER, ACCESSORIES & CHEMICALS) **@ CATEGORY II 6,800 AVERAGE**
COPIES /MO. X CATEGORY II - 183 UNITS WITH COMMON ACCESSORIES =
\$ _____ X 36 MONTHS =

TOTAL EST. COST OF: \$ _____

EQUALS

CATEGORY II ESTIMATED GRAND TOTAL
 (BASE MODEL COST + BASE MODEL WITH ACCESSORIES) = \$ _____

 NAME OF COMPANY

 DATE

 AUTHORIZED SIGNATURE

 NAME IN PRINT

 TITLE

*** * * BID RESPONSE FORM * * ***

CATEGORY III ONLY

(25,000 - 45,000)

IN ADDITION TO “STAND A LONE” AND “NETWORKED” PRICING, THIS CATEGORY REQUIRES BIDDER TO OFFER “HIGH VOLUME” AND “LOW VOLUME” BAND PRICING BASED ON A BREAK POINT OF 15,000 COPIES PER MONTH.

NOTE: A SEPARATE BID RESPONSE FORM MUST BE COMPLETED IN ITS ENTIRETY FOR EACH MODEL PROPOSED. THE BID RESPONSE FORM(S) MUST BE ATTACHED AND RETURNED WITH THE COMPLETED REQUEST FOR BID (RFB) AND ALL OTHER REQUIRED DOCUMENTS OF ATTACHMENT I AND ATTACHMENT II.

HIGH VOLUME MODEL: _____ **LOW VOLUME MODEL:** _____

MANUFACTURED BY: _____ **MANUFACTURED BY:** _____

NOTE: BIDDER MUST CLEARLY ENTER “NO CHARGE” OR “INCLUDED” FOR ANY ITEM WHICH BIDDER DOES NOT OTHERWISE ENTER A DOLLAR AMOUNT AND CLARIFY ANY “N/A” NOTED.

HIGH VOLUME PLAN:

MODEL RATE PER MONTH - STAND ALONE: \$ _____ NETWORKED: \$ _____

NUMBER OF COPIES INCLUDED IN MONTHLY RATE: _____

RATE PER COPY IN EXCESS OF ALLOWANCE: \$ _____

LOW VOLUME PLAN:

MODEL RATE PER MONTH - STAND ALONE: \$ _____ NETWORKED: \$ _____

NUMBER OF COPIES INCLUDED IN MONTHLY RATE: _____

RATE PER COPY IN EXCESS OF ALLOWANCE: \$ _____

NOTE: ABOVE MODEL(S) MUST INCLUDE THE FOLLOWING MINIMUM FEATURES OR ACCESSORIES:

- RDH/RADF
- STAPLER/FINISHER (MINIMUM PER TRAY CAPACITY OF 35 SHEETS) OR, STACKER/FINISHER (WITH SPECIFIED MINIMUM CAPACITY)
- AUTO TWO-SIDED COPYING (ADU) CONNECTION

SUPPLIES: BIDDERS ARE TO INDICATE ALL CHEMICALS REQUIRED FOR SPECIFIED MODEL(S)

| | | | |
|-----------------|------------------|------------------|-------------------|
| <u>CHEMICAL</u> | <u>\$ CARTON</u> | <u>PACK/CTN.</u> | <u>YIELD/CTN.</u> |
|-----------------|------------------|------------------|-------------------|

***COST/COPY**

* ROUNDED TO FOUR (4) DECIMAL PLACES.

TOTAL CHEMICAL COST PER COPY: \$ _____

CHEMICAL MANUFACTURER/SUPPLIER: _____

COST CALCULATIONS

BIDDERS ARE REMINDED THAT ALL CALCULATIONS MUST BE COMPLETE AND ACCURATE. FAILURE TO COMPLY MAY RESULT IN BID REJECTION.

REQUIRED CALCULATIONS:

BASED ON THE PRICING NOTED HEREON AND PURSUANT TO THE FORMULAS PRESENTED ON **PAGES 14-18** OF THE DETAILED/TECHNICAL SPECIFICATIONS, THE FOLLOWING COST PROJECTIONS ARE MADE:

HIGH VOLUME:

STAND ALONE MODEL COSTS - \$ _____/MO.

(INC. MONTHLY RATE WITH ALL NOTED ACCESSORIES ,COPY ALLOWANCE, EXCESS METER & CHEMICALS):

STAND ALONE RATE \$ _____ MO. CATEGORY III WITH 24,000 AVERAGE COPIES PER MONTH X 14 UNITS X 36 MONTHS = \$ _____ PLUS (+)

NETWORKED MODEL COSTS - \$ _____/MO.

(INC. MONTHLY RATE WITH ALL NOTED ACCESSORIES, COPY ALLOWANCE, EXCESS METER & CHEMICALS):

NETWORKED RATE \$ _____/MO. CATEGORY III WITH 17,000 AVERAGE COPIES PER MONTH X 7 UNITS X 36 MONTHS = \$ _____ PLUS (+)

LOW VOLUME:

STAND ALONE MODEL COSTS - \$ _____/MO.

(INC. MONTHLY RATE WITH ALL NOTED ACCESSORIES ,COPY ALLOWANCE, EXCESS METER & CHEMICALS):

STAND ALONE RATE \$ _____ MO. CATEGORY III WITH 9,000 AVERAGE COPIES PER MONTH X 32 UNITS X 36 MONTHS = \$ _____ PLUS (+)

NETWORKED MODEL COSTS - \$ _____/MO.

(INC. MONTHLY RATE WITH ALL NOTED ACCESSORIES, COPY ALLOWANCE, EXCESS METER & CHEMICALS):

NETWORKED RATE \$ _____/MO. CATEGORY III WITH 6,900 AVERAGE COPIES PER MONTH X 14 UNITS X 36 MONTHS = \$ _____ =

CATEGORY III ESTIMATED GRAND TOTAL \$ _____

NAME OF FIRM

AUTHORIZED SIGNATURE

DATE

NAME IN PRINT

TITLE

* * * BID RESPONSE FORM * * *

CATEGORY IV ONLY

(45,001 - 80,000)

NOTE: A SEPARATE BID RESPONSE FORM MUST BE COMPLETED IN ITS ENTIRETY FOR EACH MODEL PROPOSED. THE BID RESPONSE FORM(S) MUST BE ATTACHED AND RETURNED WITH THE COMPLETED REQUEST FOR BID (RFB) AND ALL OTHER REQUIRED DOCUMENTS OF ATTACHMENT I AND ATTACHMENT II

MODEL: _____

MANUFACTURED BY _____

NOTE: BIDDER MUST CLEARLY ENTER “NO CHARGE” OR “INCLUDED” FOR ANY ITEM WHICH BIDDER DOES NOT OTHERWISE ENTER A DOLLAR AMOUNT AND CLARIFY ANY “N/A” NOTED.

MODEL RATE PER MONTH - STAND ALONE: \$ _____ NETWORKED: \$ _____

NUMBER OF COPIES INCLUDED IN MONTHLY RATE: _____

RATE PER COPY IN EXCESS OF ALLOWANCE: \$ _____

NOTE: ABOVE MODEL MUST INCLUDE THE FOLLOWING MINIMUM FEATURES OR ACCESSORIES:

RDH/RADF

STAPLER/FINISHER (MINIMUM PER TRAY CAPACITY OF 35 SHEETS) OR,

STACKER/FINISHER (WITH SPECIFIED MINIMUM CAPACITY)

AUTO TWO-SIDED COPYING (ADU)

SUPPLIES: BIDDERS ARE TO INDICATE ALL CHEMICALS REQUIRED FOR SPECIFIED MODEL

CHEMICAL _____ \$ CARTON _____ PACK/CTN. _____ YIELD/CTN. _____

***COST/COPY**

* ROUNDED TO FOUR (4) DECIMAL PLACES.

TOTAL CHEMICAL COST PER COPY: \$ _____

CHEMICAL MANUFACTURER/SUPPLIER: _____

COST CALCULATIONS

BIDDERS ARE REMINDED THAT ALL CALCULATIONS MUST BE COMPLETE AND ACCURATE. FAILURE TO COMPLY MAY RESULT IN BID REJECTION.

REQUIRED CALCULATIONS:

BASED ON THE PRICING NOTED HEREON AND PURSUANT TO THE FORMULAS PRESENTED ON **PAGES 14 - 18** OF THE DETAILED/TECHNICAL SPECIFICATIONS, THE FOLLOWING COST PROJECTIONS ARE MADE:

STAND ALONE MODEL COSTS - \$ _____/MO.

(INC. MONTHLY RATE WITH ALL NOTED ACCESSORIES ,COPY ALLOWANCE, EXCESS METER & CHEMICALS):

STAND ALONE RATE \$ _____ MO. CATEGORY IV WITH 19,000 AVERAGE COPIES PER MONTH X 08 UNITS X 36 MONTHS = \$ _____ PLUS (+)

NETWORKED MODEL COSTS - \$ _____/MO.

(INC. MONTHLY RATE WITH ALL NOTED ACCESSORIES, COPY ALLOWANCE, EXCESS METER & CHEMICALS):

CATEGORY IV

NETWORKED RATE \$ _____ /MO. CATEGORY IV WITH 19,000 AVERAGE
COPIES PER MONTH X 10 UNITS X 36 MONTHS = \$ _____ =

CATEGORY IV ESTIMATED GRAND TOTAL \$ _____

NAME OF FIRM

AUTHORIZED SIGNATURE

DATE

NAME IN PRINT

TITLE

RFB# OCA/C&PA- 309
PHOTOCOPYING EQUIPMENT

BID OPENING: JUNE 01, 2005
11:00AM

DOCUMENT ENCLOSURE CHECKLIST

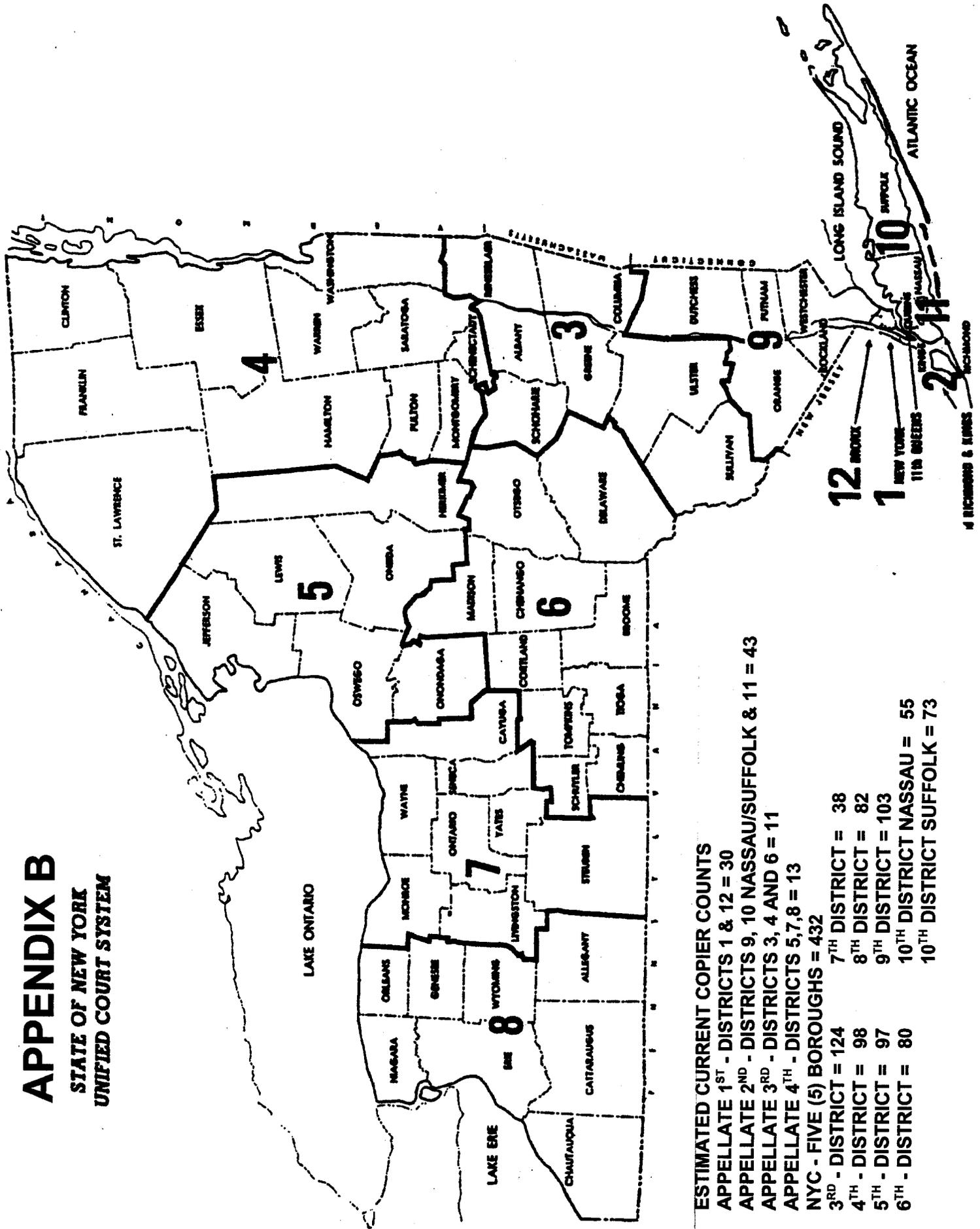
ALL OF THE FOLLOWING DOCUMENTS AND INFORMATION MUST BE EXECUTED AND RETURNED AS SPECIFIED. FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS OR INFORMATION MAY RESULT IN REJECTION OF THE BIDDER'S PROPOSAL:

1. REQUEST FOR BID (RFB) WITH ORIGINAL INK SIGNATURE
2. BID RESPONSE FORM(S) WITH ORIGINAL INK SIGNATURE FOR EACH MODEL / CATEGORY BID.
3. NON-COLLUSIVE BIDDING CERTIFICATION WITH ORIGINAL INK SIGNATURE.
4. CORPORATE ACKNOWLEDGMENT - WITH ORIGINAL INK SIGNATURE. *
5. NYS UCS ATTACHMENT II
6. FULL SPECIFICATIONS AND BROCHURES FOR EACH MODEL BID WITH DEVIATIONS FROM SPECIFICATIONS CLEARLY NOTED.
7. LIST OF BRANCH/DEALERSHIP LOCATIONS , RESPECTIVE AREAS SERVICED AND NUMBER OF CURRENT MODEL-CERTIFIED SERVICE PERSONNEL.
8. LIST OF FOUR (4) REFERENCES; NAMES, CONTACTS, ADDRESSES, PHONE.
9. FOUR (4) COMPLETE COPY-SETS OF ABOVE.

*** NOTE: ALL DOCUMENTS REQUIRING ORIGINAL SIGNATURE MUST BEAR THE SIGNATURE OF THE SAME AUTHORIZED INDIVIDUAL AND SIGNATORY NOTARIZATION MUST BE THAT OF THE PERSON WHOSE SIGNATURE IS AFFIXED TO REQUIRED DOCUMENTS.**

APPENDIX B

STATE OF NEW YORK UNIFIED COURT SYSTEM



ESTIMATED CURRENT COPIER COUNTS

- APPELLATE 1ST - DISTRICTS 1 & 12 = 30
- APPELLATE 2ND - DISTRICTS 9, 10 NASSAU/SUFFOLK & 11 = 43
- APPELLATE 3RD - DISTRICTS 3, 4 AND 6 = 11
- APPELLATE 4TH - DISTRICTS 5, 7, 8 = 13
- NYC - FIVE (5) BOROUGHS = 432
- 3RD - DISTRICT = 124
- 4TH - DISTRICT = 98
- 5TH - DISTRICT = 97
- 6TH - DISTRICT = 80
- 7TH DISTRICT = 38
- 8TH DISTRICT = 82
- 9TH DISTRICT = 103
- 10TH DISTRICT NASSAU = 55
- 10TH DISTRICT SUFFOLK = 73