

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID/PROPOSAL—

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

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

(Agency Name and Address)

Direct Inquiries to: BETTY FALTERMEIER, COURT ANALYST
 Telephone No.: (518) 869-4732

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

PER ATTACHED RFP/RFB SPECIFICATIONS

Number: OCA/CPA-324 Issue Date: July 31, 2006	Commodity Group:
Opening Date: AUGUST 31, 2006 Time: 11:00 AM	Commodity Name: JUROR MAILERS FOR USE WITH LASER PRINTERS

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (JANUARY 2004) ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)	Bidder's Quotation and Specific Description of Item Offered
<p>UCS ATTACHMENT I, ATTACHMENT II ATTACHMENT III AND ATTACHMENT IV ARE ATTACHED & INCORPORATED HEREIN.</p> <p>Estimated quantity term contract for production of Juror Mailers for use with specified laser printers for the Unified Court System.</p> <p>Contract Term: Two (2) years with an option to renew for two (2) additional one (1) year period. Initial period is November 1, 2006 through October 31, 2008. Option for extension, not to exceed 90 days.</p>	<p>BIDDERS ARE TO SUBMIT ALL REQUIRED DOCUMENTATION AND PRICING IN THE FORMAT PRESCRIBED BY THE ATTACHED RFP/RFB SPECIFICATIONS.</p>

NOTICE TO BIDDERS

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed bids for furnishing the item(s) in this Request for Bid/Proposal 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/proposal. The bid/proposal 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/PROPOSAL NUMBER, THE OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED RESPONSE.

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

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

RESPONSES MUST BE SIGNED

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

DOCUMENT ENCLOSURE CHECKLIST

Page 1

All of the following documents and information, must be **fully executed** as indicated (**Notarized where required**) and returned as specified. Failure to include **any** of the required documents or information may result in rejection of the bidder's proposal.

- Document Enclosure Checklist
- Request for Bid Form
- Attachment I, pages 3, 4, 5, 6 and 7 of 10 to be completed. Page 7 must be completed by the **manufacturer of stock**.
- Attachment II - ST-220 (Vendor Tax Compliance & Certification)
- Attachment III - Vendor Responsibility Questionnaire
- Attachment IV - Lobby Law Legislation
- Appendix C - List of references
- Appendix D - Additional information. (See Eligibility of Bidder in General Specifications)
- Attachment V - Bid Response Form(s)
- Five (5) complete sets of bids/proposals and documentation as required

Note: All documents which require signatures must bear the original signature of the **same authorized individual** and signatory notarizations **must** be that of the person whose signature is affixed to required documents.

DOCUMENT ENCLOSURE CHECKLIST

Page 2

Name of Firm: _____ Date: _____

Authorized Signature: _____

Name in Print: _____ Title: _____

**RFB #OCA/CPA-324
JUROR MAILERS FOR USE WITH LASER PRINTERS**

**BID OPENING: 08/31/06
11:00 AM**

NOTE: In addition to such other specifications and criteria presented herein, the NYS Unified Court System Standard Request for Bid Clauses & Forms - Attachment I, Contractor Certifications, ST-220, and Attachment III, Vendor Responsibility Questionnaire must be downloaded from the Contract & Procurement web site under addenda for the appropriate solicitation and are incorporated and made a part hereof.

Purpose and Scope:

The New York State Unified Court System (hereinafter UCA), Office of Court Administration, Contract and Procurement Administration (hereinafter CPA) is soliciting sealed proposals on behalf of the OCA Jury Support Unit (hereinafter OCA/JSU) for the purpose of establishing a single estimated quantity term contract for the provision of Juror mailers for use with laser printers throughout New York State. Exact delivery locations will be provided to the vendor at a later date.

Term of Contract:

Contract will be awarded for an initial period of two (2) years commencing November 1, 2006 through October 31, 2008. The UCS reserves the right to renew such contract for two (2) additional one (1) year period upon the same terms and conditions. The UCS further reserves the right to extend the contract for a period not to exceed ninety (90) days upon written notification to contractor prior to contract termination date, or any renewal period thereof. Any such renewal or extension shall be subject to approval by the Office of the Attorney General (hereinafter OAG) and the Office of the State Comptroller (hereinafter OSC).

Eligibility of Bidders:

Vendor must have a minimum of three (3) years experience in providing printing of similar services and scope and must provide information pertaining to the organization which demonstrates its experience and competence in the conduct of service comparable in nature, volume, and scope to that described in the solicitation. (Appendix D)

References:

Bidders must provide at least three government references using similar pressure seal documents, including: Agency Name, complete address, contact name, title and telephone number. The contact must be familiar with the quality of service provided by the bidder. (Appendix C)

Method of Award:

A single contract will be awarded to the lowest, responsible bidder determined to be in compliance with the RFB and specifications. **Responsible shall be defined** to include, but not be limited to, compliance with these specifications, references, bidder's performance history, financial stability, resources, cost factors and experience with comparable awards/contracts. Delivery schedule may be a factor in determination of the award.

Determination of Lowest Cost:

Lowest dollar cost shall be determined by the Grand Total for lots 1, 2 and 3, which is the sum of the price/M times (x) the estimated quantity for each lot. In the event of a miscalculation, the unit price/M will prevail.

Price:

Prices quoted shall be per thousand (M) and net F.O.B. destination and include full inside delivery to the exact location indicated on the purchase order(s). Prices shall be inclusive of all requirements and services contained herein including, but not limited to paper, printing, plates and negatives (if applicable) which shall become the property of the NYS Unified Court System, assembly, ink, etc. except as may be specified herein and shall remain firm throughout the initial contract period and any extensions thereof except as may otherwise be required by the New York State Department of Labor Prevailing Wage Rates.

Important: All plates and negatives are considered the property of the New York State Judiciary and at OCA-JSU's option shall be relinquished without costs upon completion of all work and deliveries upon the request of OCA-JSU.

Price Increase/Adjustment:

All pricing bid, awarded and contracted shall remain firm throughout the initial one (1) year term of the contract. Pricing adjustments applicable to the **renewal** period **may** be allowed upon presentation of **reasonable, necessary and documented** cost increase for factors beyond contractor's control, except that no such cost increases will be allowed for labor, wage or benefit factors except as required by law. Contractor must present any request for increase(s) **in writing** to the Contract & Procurement Administration not later than ninety (90) days prior to the expiration date of the initial contract term. No price adjustment(s) will be allowed for any **extension** period.

Pricing Structure:

Pricing shall be submitted only on, and in the format prescribed by the Bid Response Form. Bidder must enter a price or "No Charge" or "N/C" for each category of pricing presented on the form. The submission of an inaccurate or incomplete Bid Response Form **may result in rejection of the bid**. Proposers are cautioned to be thorough and accurate. In the event of a miscalculation, the unit pricing will prevail.

Price Re-Negotiation:

As stated previously, an awarded contract shall be for estimated quantities. OCA/CPA reserves the right to re-negotiate contract price(s) should actual order amounts exceed twenty percent (20%) of the estimated amounts stated herein.

Also, see "Note" on Attachment V (Bid Response Form) regarding "Additional Pricing" for changes to copy after the initial orders, or after the proof approval for any of the three forms.

Estimated Quantities:

Any requirements specified in this solicitation constitute estimates only, and accordingly, no commitment or guarantee to reach any specified volume of business is made or implied. Accordingly, the award shall be for an **estimated quantity term contract**. The total estimated quantity is approximately five (5) million forms to be used by New York State Commissioner of Jurors throughout New York State as Juror Summons Mailers. Contract shall be for actual amounts ordered. Quantities noted are **estimates** only and no guarantee is expressed for implied.

Samples:

For samples of Lot 1 and Lot 3 only, please contact:

Betty Faltermeier
Senior Court Analyst
OCA Contract & Procurement Unit
42 Karner Road
Albany, NY 12205

email: bfalterm@courts.state.ny.us Fax: (518)869-4735

Lot 2 is very similar to Lot 1 but does not contain perforations.

Note: The samples provided are for informational purposes only. Actual requirements are determined by the specifications contained herein.

Late Delivery Penalty:

Failure to make delivery within the required time frame may result in a reduction of invoiced charges as follows; 1% of the total invoice for each business day that the delivery is delayed.

Payments:

Upon receipt of true and accurate invoice(s), payments will be processed as items are delivered and accepted.

Note: Payments will only be processed for services covered by the resulting contract. Performance of any other services by contractor shall be wholly at their own risk.

Contractor Identification:

The awarded contractor's logo, trademark or any other identifying information (except printing Union Logo, if applicable) must not appear on any portion of the completed booklets and forms.

Failure to Provide Data:

Failure to submit any documents or information requested by the CPA in a timely manner, may result in rejection of bidder's proposal.

Order Communication:

Any and all corrections, changes, clarifications, etc. communicated between the OCA-JSU and the contractor must be in writing. **Contractor will assume all risks if acting otherwise.**

Required Copies:

In addition to all required original RFB documents (fully executed RFB form, Non-Collusive Bidder Certificate, Acknowledgment, ST-220 Taxpayer Certification, Bid Response Form, Vendor Responsibility Form, Lobby Law Legislation Form) and any other required documentation, brochures, etc., **bidder must include four (4) copies of all such material. Failure to provide same may result in disqualification of bidder's response!**

Please note: Copies of the bid, brochures, samples, etc., should **not** be submitted in a binder, or in any other bound fashion except that they may be submitted bound only by rubber bands, clips or similar devices.

Complete the paperwork on the forms provided with this solicitation unless otherwise specified herein. **Do not retype or amend any portion of this solicitation.** Failure to comply may result in disqualification.

Bidder's/Contractor's Facility:

For purposes of evaluation, bidder's proposed facilities shall be available for inspection. Subsequent to the award, contractor's facilities shall be made available for periodic inspection upon request.

Unacceptable Proposals:

The UCS may reject any proposals from bidders who previously defaulted on contract obligations, as surety or otherwise, upon any obligation to the State of New York; who have been declared not responsible, or disqualified by any agency of the State of New York; or have any proceeding pending relating to the responsibility or qualification of the bidders to receive public contracts.

Implied Requirements:

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

Silence of the Specifications:

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

Submission of Paperwork:

Bid responses must be in English.

Please read “**Bid Instructions - General Requirements**” on the **Bid Instruction** page of the Procurement & contract Opportunities site (<http://www.nycourts.gov/admin/bids>) **carefully**.

Bidders are cautioned to check the web site often for any changes or amendments to the solicitation. (See On-Line Package Disclaimer)

All bids and proposals must be submitted in a sealed envelope, package or carton and marked in large block letters on two (2) sides:

SEALED BID - DELIVER IMMEDIATELY

The lower left corner of the outside of the envelope must be marked:

Bid - Do Not Open
OCA/CPA-324
Due Date: 08/31/06
Time: 11:00 am

and received **on or before** 11:00 am on August 31, 2006 to the attention of:

Betty Faltermeier
Senior Court Analyst
NYS Office of Court Administration
Contract and Procurement Administration
42 Karner Road
Albany, NY 12205

All times indicated are E.S.T. or E.D.S.T. (Eastern Standard Time or Eastern Daylight Savings Time)

Online RFB/RFP Package Disclaimer:

Bidders accessing any UCS/OCA solicitations and related documents from the NYS UCS website <http://www.nycourts.gov/admin/bids> shall remain solely and wholly responsible for reviewing the respective solicitation and bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

The paperwork is to be organized as follows:

- 1. Document Enclosure Checklist**
- 2. Signed and completed Request for Bid Form.**
- 3. Fully executed and appropriately notarized Attachment I**, including all applicable pages (see “Document Enclosure Checklist”)
- 4. Fully executed and appropriately notarized Attachment II** (ST-220 Tax Compliance &

Certification)

5. **Fully executed and appropriately notarized Attachment III** (Vendor Responsibility Questionnaire)
6. **Fully executed Attachment IV** (Lobby Law Legislation)
7. **Appendix C - List of References** List of three (3) references, including names and phone numbers of clients for whom comparable services have been performed within the past two (2) years, including name and title of the person having direct knowledge of bidder's performance.
9. **Appendix D - Additional Information**
10. **Attachment V** - Completed Bid Response Form(s)

Compliance with Laws:

Contractor(s) shall be compliant with all applicable Federal, State and Local laws, rules and regulations.

Liability - Personal Injury:

Awarded contractor(s) shall hold harmless the State of New York, the Unified Court System and the Office of Court Administration with respect to any injuries sustained by contractor's employees, agents, subcontractors, etc. during the contract period.

Vendor Liability - Damages/Theft/Loss:

Contractor shall be held responsible for damages caused to the facilities, furnishings, or equipment of the courts or agencies. Should such damages occur, repairs or replacements shall be performed to the satisfaction of the respective location and fully at the expense of the contractor.

Contractor shall also be responsible for any theft, loss or damage of any material referenced herein while in contractor's possession.

Detailed Specifications

The following are the detailed and technical specifications governing the production of Juror Mailers.

Note: Any samples provided are for informational purposes only. Actual requirements are determined by the specifications contained herein.

The forms will be of the three styles with an approximate breakdown as follows:

Lot 1 3.5 million estimated
Lot 2 1 million estimated
Lot 3 500,000 estimated

Each Commissioner of Jurors will have their own preprinted information and color(s). Each county may have several versions of preprinted information.

Manufacture:

Manufacture and delivery to be conducted in two separate runs for each county. Subsequent order approximately 6-8 months after initial order. The counties may change preprinted text after initial printing. Please include costs for changes on the bid sheet included in this RFB.

Proofs:

The vendor will supply a proof for each form ordered. Corrections to the proof by the counties are to be without charge. The counties will pay reasonable costs for any changes subsequent to their approval of the proof, as stated on the Bid Response Form. OCA reserves the right to re-negotiate any cost factors deemed to be excessive, or not in line with prior contract prices. Failure to amend such "excessive" pricing may result in rejection of bid.

Testing:

Prior to the full execution of the contract the vendor will supply 500 forms for each county. After successful testing in each county the counties may begin ordering their forms.

Packaging:

Lot 1 only: No Breaks; Splices (if any) may not exceed 1 in 20 cartons, be clearly marked, and must be processable through all equipment (printers, detacher, and pressure sealer). All lots - full carton quantities only, and carton weight not to exceed 50 lbs. All cartons must be clearly labeled with form name, quantity, purchase order number, and date manufactured.

Packing for the three forms:

Lot 1. 9 ½ x 14 continuous double parallel - 1500 per carton in moisture proof liner
Lot 2. 8 ½ x 14 cut sheet version of same - 1500 per carton, each packaged in shrink wrapped in 500's
Lot 3. 8 ½ x 14 return mailer - 2000 per carton, each packaged in shrink wrapped in 500's

Delivery:

Price quoted must include inside delivery for all locations indicated on the Purchase Order(s) 4 -6 weeks after final proof approval.

Manufacturing Facility:

Vendor must have the ability to manufacture this product in at least two facilities within the United States. Facilities must be ISO 9002 certified, and produce 100% of the form product in the same facility, including the cohesive and application of the cohesive to the forms, as well as the printing of the forms.

Vendor must be a licensed manufacturer of the form (**subcontracting not permitted**)

Please provide complete address of manufacturing facilities:

1) _____

2) _____

Samples:

A **minimum** 20 samples of previously printed Pressure Seal Forms must be provided with the bid documents.

Additional Requirements:

Vendor should be able to provide 11" & 14" depth pressure seal product in cut sheet, continuous, and continuous roll construction, and have the ability to manufacture and provide C, V, Z, Eccentric Z, Double Parallel, and return Envelope pressure seal forms configurations.

LOT 1

Estimated Quantity	Size
3,500,000	9 ½ x 14

Ink:

Standard PMS colors, heat resistant, soy based, up to three colors - 2 colors on Face, 1 color on Back.

Perforations:**Vertical**

Marginal. Two full length perforations. One on each side 7/8" from each edge.

Two additional vertical perforations: (See sample)

1. In panel C of the sample, vertical perforation 6 3/4" from the left hand margin. Three inches top to bottom.
2. In panel D of sample, vertical perforation is 3 7/8" from left hand margin. Three inches from top to bottom.

Horizontal

The form will contain 3 fold perforations placed 3 5/8", 7 1/4" and 10 7/8" from the top. The detachable stop perforation is 7 3/4" from the top.

Form Construction:

One part continuous marginal punched self cohesive pattern on the face and back which will produce a full perimeter seal when processed for mailing.

Fold Construction:

Double parallel also known as a double V.

Paper Weight:

100 pound Fort James tag, laser printer qualified. Paper will be compatible with PRINTRONIX L1024 and MICROPLEX simplex laser printer. New Moore PS-4 Folder/Sealer, and Moore 3400 Burster.

Printing:

Standard pinfeed, punched left and right 5/32" round holes.

Moisture Content:

Must be between 4.2% and 5.5.%. Must be "curl free"

Cohesive:

The cohesive must not be affected by heat or pressure related to the fusion process but will give a complete seal when not less than 150# per linear inch pressure is applied. The cohesive pattern must run in a strip pattern, which will run along the entire length of the form to assure full perimeter seal of the form. Spot application of the cohesive is not acceptable. Cohesive and printing must be applied to the paper stock in the same facility by the awarded vendor.

Equipment

Forms must be compatible with all of the following equipment:

- a) PRINTRONIX 1024 Simplex Printer
- b) MICROPLEX Simplex Printer
- c) Moore 3400 Detacher
- d) Moore P5-4 Pressure Sealer

LOT 2

Estimated Quantity	Size
1 million	8 ½" x 14" Cut Sheet

Fold Construction

Form Construction, ink, moisture content and cohesive are the same as Lot 1.

No punching is required since the form is cut sheet. Paper 100# Fort James Bright White laser bond

Equipment

Moore Pressure Sealer HP4050

LOT 3

Estimated Quantity	Type	Size
500,000	One Step Mailer	9 ½" x 14" continuous form

Insert 2

Paper The stock is a 28# Fort James Bright White Laser Bond, First Line Only, No Job lot Paper.

Remoistenable Glue Patches Remoistenable glue must be non-heat reactive resin based, and recyclable. The three (3) patches are:
A. one 7 1/8" across on panel 4
B. two smaller spots on panel three, ½" in height.

Fold Perfs From the top of the form, the 3 fold perfs are at 3 5/8", 7 1/4", and 10 7/8".

Tear Perfs Along with two fold perfs on the sides, there is an additional tear perf to allow the form to be returned at 11 3/8" from the top. There are also two more tear perfs (1 non-full length and 1 non-full width) on panel four for the removable juror I.D.

Samples

Samples of previous manufacturing of this form are critical.

**ATTACHMENT V
 BID RESPONSE FORM**

	PRICE PER THOUSAND	TIMES ESTIMATED QUANTITY	TOTAL FOR LOT
LOT 1	\$ _____	3.5 million	\$ _____
LOT 2	\$ _____	1 million	\$ _____
LOT 3	\$ _____	500,000	\$ _____
GRAND TOTAL FOR LOTS 1, 2 AND 3			\$ _____

In the event of change to copy **after** the initial orders, or **after** the proof approval for any of these forms, please provide pricing, if any, for additional setup charges, new plates, films, etc. (See Additional Pricing section below)

	LOT 1	LOT 2	LOT 3
Negative/Film	\$ _____	\$ _____	\$ _____
Printing Plate	\$ _____	\$ _____	\$ _____
Setup Charge	\$ _____	\$ _____	\$ _____
Additional Proof	\$ _____	\$ _____	\$ _____

Additional pricing: _____

NOTE:

OCA reserves the right to re-negotiate any printing cost factors deemed to be excessive, or not in line with prior contract prices. Failure to amend such "excessive" pricing may result in rejection of bid.

All stock to be used in production of this commodity to be recycled - "See Detailed Specifications"

Bidder hereby certifies that the above quoted prices are applicable to all customers for comparable quantities, quality, styles or services.

VENDOR SECTION

_____ Name of Firm	_____ Authorized Name in Print
_____ Address	_____ Authorized Signature
_____ City, State, Zip Code	_____ Title