

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

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

NYS OFFICE OF COURT ADMINISTRATION
 CONTRACT & PROCUREMENT ADMINISTRATION
 42 KARNER ROAD
 ALBANY, NY 12205
 (Agency Name and Address)

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

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

PER ATTACHED SPECIFICATIONS

Bid Number: OCA/CPA-317	Commodity Group:
Opening Date: NOVEMBER 30, 2005 Time: 11:00 AM	Commodity Name: BOTTLED WATER SERVICES

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

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

NOTICE TO BIDDERS

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

1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your bid deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.

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

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

BIDS MUST BE SIGNED

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

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:

- _____ FULLY EXECUTED JUDICIARY REQUEST FOR BID FORM

- _____ FULLY EXECUTED ATTACHMENT I PAGE 3 OF 10

- _____ FULLY EXECUTED ATTACHMENT I PAGE 4 OF 10

- _____ FULLY EXECUTED ATTACHMENT II

- _____ FULLY EXECUTED ATTACHMENT II

- _____ FULLY EXECUTED BID RESPONSE FORM FOR EACH REGION BID

- _____ PROOF OF INSURANCE

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

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

**RFB# OCA/CPA-317
BOTTLED WATER SERVICES**

**BID OPENING: 11:00 AM
11/30/05**

NOTE: In addition to such other specifications and criteria presented herein, the NYS Unified Court System Standard Request for Bid Clauses & Forms - Attachment I, Attachment II 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 Office of Court Administration (hereafter OCA), Contract and Procurement Administration Unit (hereafter CPA) is soliciting sealed bids for the purpose of establishing multiple estimated quantity term contracts to provide Bottled Natural Spring Water and related services for various courts and agencies of the Unified Court System (hereafter UCS). While bottled natural spring water is preferred, bids will be accepted for artesian water for locations where bottled natural spring water is **not available**. The contracts resulting from this Request for Bid will offer the option of bottled water contractual services on a region by region basis, with defined prices, terms and conditions.

Contract Period:

Awarded contract(s) will be for an initial period of two (2) years commencing on or about March 1, 2006 to February 28, 2008. OCA/CPA reserves the right to renew for an additional one (1) year period upon the same terms and conditions upon written notification to the contractor and subject to the approval of the NYS Office of the Attorney General (hereafter OAG) and NYS Office of the State Comptroller (hereafter OSC).

Extension:

OCA reserves the unilateral right to once extend the contract(s) for a period not to exceed six (6) months upon the same terms, conditions and pricing upon written notice to the contractor. Such extension may be enacted upon the expiration of the contract, or any renewal thereof and upon the approval of the OAG and OSC.

Pricing:

All pricing submitted pursuant to this Request for Bid, shall be net and include all costs for the performance of the services described herein, including inside delivery to area designated by the location(s). Pricing shall be submitted only on, and in the format prescribed by the Bid Response Form(s). Bidder must enter a price or "No Charge" ("N/C") for any and each item for which a bidder does not intend to assess any costs. The submission of an inaccurate or incomplete Bid Response Form may result in rejection of the bid.

Price Adjustment:

All pricing shall remain firm throughout the initial two (2) year term of the contract(s). Price adjustments applicable to the renewal period will be considered upon presentation of reasonable, necessary and documented cost increases for supplies, materials and equipment factors beyond the contractor's control. Contractor must present any request for increases to the OCA/CPA no later than sixty (60) days prior to the expiration of the initial contract term. No price adjustments will be allowed for any extension period.

Right to Combine Orders:

Authorized users of this contract have the specific right to combine deliveries by a contractor for a location within a region. Upon notification by the location, the contractor will be required to submit a single invoice to the location designated for combined order billing. The location chosen to receive bills for combined orders will be required to follow all contract regulations regarding payment of bills.

Additions/Deletions:

UCS reserves the right to incorporate additional courts, related agencies or administrative offices within an awarded region under the respective contract pursuant to the same contract terms, conditions and pricing.

Subcontracting:

Before any part of the contract shall be sublet, the contractor must submit to OCA/CPA, in writing, the name of each proposed subcontractor. The names must be submitted in ample time to permit acceptance or rejection of each proposed subcontractor by OCA/CPA without causing delay in the services required by this contract. The contractor must promptly furnish such information as OCA/CPA may require concerning the proposed subcontractor's ability and qualifications.

The contractor's use of subcontractors shall not diminish the contractor's obligation to complete the work in accordance with the contract. The contract shall coordinate and control the work of the subcontractor.

The contractor shall be responsible for informing the subcontractors for all terms, conditions and requirements of the contract, including, but not limited to the general conditions and requirements.

Quantities:

All quantities referenced herein are estimated amounts based upon past and current activity. No guarantees of any quantities are implied, or will be given.

Method of Award:

Award shall be made to the **lowest responsible** bidder(s) **by region** as defined herein.

Responsible shall be defined to include, but not be limited to, compliance with the criteria set forth in this RFB and specifications, references, bidder's performance history, financial stability, servicing resources, cost factors and experience with comparable awards/contracts. Lowest cost shall be based upon the Estimated Regional Total.; bidder's unit price per five (5) gallon bottle (container) times the estimated regional quantity per month shall equal "Estimated Regional Total". Any item requiring a price to be noted on the Bid Response Form which bidder proposes to offer at not cost, must be clearly stated as, "No Charge", "N/C" or "No Cost".

Bidders are cautioned to be thorough and accurate in all calculations. The unit price shall prevail with respect to any discrepancies.

Accordingly, bidder's may submit responses for one or all regions, but must bid and provide full service for all locations in the region bid.

Prices offered shall reflect the full scope of commodities and services as defined in the RFB documents, inclusive of all associated costs.

Although pricing for the monthly lease or purchase of the equipment shall not be calculated in the Method of Award for the lowest dollar bidder, **reasonable** pricing should be provided for those items. The UCS reserves the right to negotiate pricing it deems unreasonable for items not calculated in the totals.

Failure to Provide Data:

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

Copies of Bid Documents:

In addition to all required original RFB documents (Executed RFB Form, Non-Collusive Bidder Certificate, Acknowledgment, ST-220 (Attachment II), Vendor Responsibility Questionnaire (Attachment III), Bid Response Forms and any other required documentation, brochures, etc., bidder must include four (4) copies of all such material. Failure to provide the indicated documentation may result in disqualification of bidder's response!

Please note:

Copies of the bid documents, forms, brochures, etc. should not be submitted in a three ring binder, or in any other bound fashion. Please submit the **copies** bound only by rubber bands, clips or similar devices.

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 of bidder's response.

Vendor Liability - Personal Injury:

Awarded contractor shall hold harmless the state of New York, UCS and related courts/agencies

with respect to any injuries sustained by any employees, agents, subcontractors, etc. during the performance of this contract.

Vendor Liability - Damages, Theft, Loss, Insurance:

Awarded contractor shall be held responsible for any damages caused to the facilities, furnishings or equipment of the courts/agencies during deliveries. Should such damage occur, repair or replacement shall be performed to the satisfaction of the respective location & the UCS and sholly at the expense of the contractor.

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

Bidders must include with their bid, proof of general liability and comprehensive insurance coverage in the minimum amounts of \$1,000,000.00 for bodily injury or property damage per occurrence and \$2,000,000.00 in the aggregate, such insurance shall be maintained at the contractor's expense throughout the term of this contract. A certificate of coverage is acceptable.

Contractor Personnel (Contact):

Contractor shall designate a staff member to act as the key contact fo the courts & related offices of the UCS for the term of the contract.

Contractor invoicing:

On a monthly basis, contractor shall prepare an invoice which accurately reflects for each court or location, all activity within the prior month's period and transmit same to the designated "Bill To" location by the tenth (10th) business day of the following month. Invoices must clearly identify specific court/agency, address, period covered, services provided, contract billing rates, etc.

Administration:

Each awarded contract, or contracts, will be administered by the respective district/administrative office with respect to; required service calls, additions/deletions, billing, payments and problem resolution. Awarded contractor(s) will interface directly with the designated personnel in the respective jurisdiction.

However, OCA/CPA shall assist in all matters necessary to the proper performance and administration of the awarded contract(s).

Payments:

all payments due contractor will be processed in a timely manner upon receipt of accurate and properly executed invoices from the contractor.

References:

Bidder must include with the bid packet, the name of at least four (4) private or governmental

entities, contact persons & phone numbers for whom bottled water service has been provided for within the prior one (5) year period.

Unacceptable Bids/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 proceedings 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.

Inquiries:

Prospective bidders are to direct any inquiries regarding this solicitation in writing and solely to the attention of:

Betty Faltermeier
Court Analyst
Office of Court Administration
Contract & Procurement Unit
42 Karner Road
Albany, NY 1205

e-mail: bfalterm@courts.state.ny.us

Fax: (518) 869-4735

Important Note (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.

Submission of Paperwork:

Bids must be submitted in a sealed envelope or carton for delivery on or before 11/30/05, 11:00 a.m. and the following clearly marked in large block letters on the exterior, front and back,

“Sealed Proposal - Deliver Immediately - Do not open. RFB# OCA/CPA-317, Due date 11:00 a.m., 11/30/05.

And mailed to the attention of:

Betty Faltermeier
Court Analyst
Office of Court Administration
Contract & Procurement Unit
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)

Please read the “bid Instructions - General Requirements” on the [Bid Instruction](#) page of the Procurement and Contract Opportunities site (<http://www.nycourts.gov/admin/bids>)

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

**RFB# OCA/CPA-317
BOTTLED WATER SERVICES**

**BID OPENING: 11:00 AM
11/30/05**

Firms may submit bids on as many regions as they wish, however all locations in the region must be accommodated and a separate Bid Response Form must be completed and submitted for each region bidder wishes to be considered.

The contractor shall furnish all labor and materials required to provide bottled natural spring water (or artesian) for on site use to all equipment, whether owned by the location or leased from the contractor. For those locations where natural spring water is not available, bids will be accepted for artesian water. However, preference may be given to bidders offering natural spring water for a respective region.

The contractor for each region, shall furnish the awarded type of bottled water cooler to the requesting location. The location will have the option to either purchase or lease the equipment. Water shall be provided to all regional locations whether they already own their equipment or intend to purchase or lease from the awarded contractor.

The court/agency location will provide an area with adequate fresh air to operate a mechanical refrigeration system and suitable electrical service within six (6) feet of the unit location.

Approvals:

All bottled water must be from a New York State Department of Health "Certified Bulk Bottled Water Facility" and "Certified Bottled Water Facility". Bidders must fill in the New York State Department of Health certification number on the bid response form.

Containers:

All containers shall be returnable/reusable, five (5) gallon capacity, designed for inverted operation on dispensers. All containers shall be clear or translucent, impact resistant, poly carbonate plastic. Water caps shall be compatible with cooler models awarded pursuant to awarded contracts and those cooler models currently owned by the respective locations.

Purchased and Leased Equipment:

All equipment offered by the contractor through this contract shall be new and in compliance with the following minimum specifications:

- Full size, free standing coolers shall be approximately 13"W X 13"D X 36" - 48"H. Counter top coolers, where available, shall be approximately 12"W X 18"D X 17"H.

- Inside delivery to designated floor/room and installation shall be included in the purchase and leasing prices bid.
- All coolers/heaters shall be Underwriter Lab approved, or equal.
- All equipment shall not contain lead or lead based solder in contact with water.
- Coolers/heaters shall be free standing, suitable to accept containerized water.
- Cold water service equipment shall be mechanically cooled with thermostatic controls.
- Hot water service equipment shall be electrically heated and thermostatically controlled to deliver water at approximately 160° - 180° Fahrenheit.
- Electrical requirements - 120 volt, single phase, 60 Hz.
- Serving faucets shall be normally off type with approximately six (6) inch clearance.
- Drip receptor shall be removable.
- Should the models bid become obsolete, the substitution of models will be permitted under the following conditions:
 - a) The substitution conforms to the specifications as stated herein,
 - b) The specification sheet for the proposed substitution is provided to C&PA
 - and
 - c) C&PA provides the vendor **written** approval for the substitution.

NOTE: Bidders may **also** provide pricing for purchase and rental of additional models which meet or exceed the specifications contained herein. Brochures and specification sheets must be provided.

Warranty:

For all purchased coolers, the warranty period shall be five (5) years on the sealed refrigeration systems and component parts.

Maintenance of Leased Equipment:

The leased cost of each cooler shall include inside delivery and installation, full service maintenance, including labor and replacement of all non-consumable parts as well as one (1) annual inspection and cleaning/sanitizing. The contractor shall repair or replace malfunctioning coolers within twenty-four (24) hours of receiving the service call from the location.

Maintenance of Purchased Equipment:

All parts, material and labor for units purchased pursuant to awarded contracts shall be covered for a period of one (1) year from date of installation, or manufacturer's warranty period, whichever is greater, with the exception noted under **Warranty** above. Whether previously purchased by the

location or from awarded contractor, one (1) annual inspection and cleaning/sanitizing shall be required and performed at the rate set forth on the Bid Response Form and resulting contract(s).

Stacking:

Due to limited storage space at many court/office locations, upon request, contractor must furnish at no additional costs, plastic interlocking crates to facilitate horizontal stacking and storage of the water containers. The quantity required may be equal to the number of bottles ordered, or customarily on hand at the respective locations.

Deliveries:

All deliveries throughout any term awarded contract(s) are in effect shall be during normal court/office business times; Monday - Friday, 9:00 a.m. - 5:00 p.m. (Judicial Holidays excepted) to the exact location designated by the participating court/office. Bidder/contractor shall be solely responsible for familiarity with any site-specific delivery conditions (i.e., building access, parking, elevators, stairs, security requirements, etc.) Such information shall be readily provided by the locations to the awarded contractors.

Unless requested by the ordering location, automatic deliveries will not be allowed. Bottles will be delivered on an as-needed basis upon order by the respective locations.

Special New York City Requirements:

Deliveries with certain boroughs of New York City are subject to the contractor securing and presenting proof of liability insurance coverages before building entry will be permitted. This criteria may prevail in other regions. Contractor shall be solely responsible for compliance with, and obtaining, all such forms of "proof" as may be required.

Also, bidders are advised that the UCS, OCA or individual courts/offices are not in a position to make any special arrangements or accommodations regarding local access, security and/or building management or security.

CONTRACT REGIONS

This contract will be awarded by region. The New York State counties to be covered in each region, estimated quantity of current dispensers and monthly five (5) gallon consumption are as follows:

Region	Counties	Est. Monthly # Bottles
1	New York, Bronx	2799
2	Kings Queens, Richmond	1389
3	Greene, Columbia	37
3A	Schoharie, Albany, Rensselaer	151
3B	Sullivan, Ulster	115
4	Hamilton, Warren, Essex	162
4A	Fulton, Montgomery, Schenectady, Saratoga, Washington	408
4B	St. Lawrence, Franklin, Clinton	84
5	Lewis, Herkimer	50
5A	Oswego, Onondaga, Oneida	25
5B	Jefferson	70
6	Madison, Cortland, Chenango, Broome, Tompkins, Tioga	356
6A	Otsego, Delaware	102
6B	Schuyler, Chemung	68
7	Monroe, Wayne, Livingston, Ontario, Yates, Seneca, Cayuga	65
8	Erie	14
9	Westchester, Rockland	85
9A	Orange, Putnam	63
9B	Dutchess	21
10S	Suffolk	697
10N	Nassau	728

Note: Bidders may bid upon as many regions as they can effectively service. However, service must be provided for all courts/agencies in the respective regions.

All questions must be provided, in writing, solely to the attention of:

Betty Faltermeier
Court Analyst
OCA Contract and Procurement Unit
42 Karner Road
Albany, NY 12205
email: bfalterm@courts.state.ny.us
Fax: (518) 869-4735

Bid Response Form - Region _____ Page 1

Bidder must enter all required pricing on this form. Explanations or qualifications of any pricing presented must be presented on a separate, signed sheet of letterhead and attached hereto.

A separate Bid Response Form must be completed for each region for which a bidder wishes to respond.

I. Dispenser Units:

a1) Full Size Free Standing, Purchase Price per each:

Cold only \$ _____ Hot and Cold \$ _____

Manufacturer _____ Models: _____

Annual Inspection, cleaning and sanitizing \$ _____

a2) Counter top (where available) , Purchase Price per each:

Cold only \$ _____ Hot and Cold \$ _____

Manufacturer _____ Models: _____

Annual Inspection, cleaning and sanitizing \$ _____

a3) All-in-one unit with refrigerator (where available) , Purchase Price per each:

Manufacturer _____ Models: _____

Annual Inspection, cleaning and sanitizing \$ _____

b1) Full Size Free Standing, Lease Price per each/month:

Cold only \$ _____ Hot and Cold \$ _____

Manufacturer _____ Models: _____

b2) Counter top (where available) , Lease Price per each/month:

Cold only \$ _____ Hot and Cold \$ _____

Manufacturer _____ Models: _____

b3) All-in-one unit with refrigerator (where available) , Lease Price per each/month:

Manufacturer _____ Models: _____

Bid Response Form - Region _____ Page 2

II Additional Models Available:

A. Purchase Price _____ B. Lease/month Price _____
_____ Manufacturer _____ Models: _____

If additional space is required, please attach a separate sheet.

III. Water - five (5) gallon Bottles:

Estimated quantity per month for each region based upon the figures on page 10, Contract Regions:

A. Natural Spring Water:

\$ _____ Per bottle X estimated qty per month = Est. Regional Total \$ _____

B. Artesian Water (Where Natural Spring Water is unavailable):

\$ _____ Per bottle X estimated qty per month = Est. Regional Total \$ _____

Name of Company Authorized Signature

Date

Name in Print

Title