

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: GABRIELLE TANSKI
 Email: GTANSKI@courts.state.ny.us
 Telephone No.: (518) 285-5011

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

PER ATTACHED SPECIFICATIONS

Bid Number: OCA/CP-155 Issue Date: April 27, 2009	Commodity Group:
Opening Date: May 21, 2009 Time: 3:00 PM	Commodity Name: BOTTLED WATER SERVICES

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

Agency's Specification of item(s) Required (include quantities)	Bidder's Quotation and Specific Description of Item Offered
UCS ATTACHMENTS I, III AND IV ARE MADE A PART HEREOF AND INCORPORATED HEREIN.	ALL PRICING MUST BE ENTERED ONLY ON ATTACHED EQUIPMENT PROFILE & BID FORM UNLESS OTHERWISE SPECIFIED HEREIN.
ESTIMATED QUANTITY TERM CONTRACT FOR THE PROVISION OF BOTTLED WATER PRODUCTS AND SERVICES	

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: Email:	

DOCUMENTS ENCLOSURE CHECKLIST

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

- ___ Fully executed Bid response form for each region bid
- ___ UCS Request for Bid Form with original signature
- ___ Attachment I, p.3 - Non-Collusive Bidding Certificate
- ___ Attachment I, p.4 - Corporate Acknowledgment
- ___ Attachment III - Vendor Responsibility Questionnaire
 - ? paper questionnaire
 - ? questionnaire file online via OSC VendRep System
- ___ Attachment IV - Procurement Lobbying Forms
 - ? Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - ? Affirmation of Understanding and Agreement (UCS 421)
 - ? Termination Clause (UCS 423)
- ___ Proof of workers compensation and disability benefit insurance coverage under NYS law (please check Workers Compensation Board's website at www.wcb.state.ny.us)
- ___ List of at least four (4) references (names, contacts, addresses, phone numbers, emails)
- ___ Original bid response + five (5) complete copies
- ___ Signed Documents Enclosure Checklist

NB: There is no Attachment II

To be complete, a bidder's bid response must include ALL the above documents. All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual. Signatory notarization must be that of the person whose signature is affixed to all required documents.

Company Name: _____

Authorized Officer's Name and Title:

Signature: _____ Date: _____

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

I. The RFB/RFP Process

Note to Bidders

1. Attachment I - Standard Request for Bid Clauses & Forms and Attachment IV- Procurement Lobbying Law required forms

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms, and Attachment IV - Disclosure of Prior Non-Responsibility Determination (UCS 420) as well as Affirmation of Understanding and Agreement (UCS 421) and Termination Clause (UCS 423) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under "Addenda" for the appropriate solicitation, are incorporated and made a part of this solicitation.

2. Attachment III - Vendor Responsibility Questionnaire

The NYS Unified Court System (UCS) is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. The required Vendor Responsibility Questionnaire is designed to provide information to assist UCS in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective contractor's legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references).

Bidders are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll and use the New York State VendRep System, see the VendRep System Instructions available at

www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Unified Court System or the Office of the State Comptroller for a copy of the paper form.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Bidders' authorized signature of the RRB/RFP Form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

Online RFB/RFP Package : Disclaimer

Bidders accessing any Unified Court System/Office of Court Administration (hereafter "UCS/OCA") solicitations and related documents from the New York State UCS website www.nycourts.gov/admin/bids under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation & bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

Bid Response/Proposal: Original and Copies

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3 and 4 of 10; Attachment III - Vendor Responsibility Questionnaire and its Attachment A (questionnaire may be filed electronically with OSC); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420, Affirmation of Understanding and Agreement UCS 421 as well as Termination Clause UCS 423; and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist.

Failure to provide all original documents or the failure to provide the requested number of copies may result in disqualification of a bidder's response.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as the Office of Court Administration (hereafter "OCA") provides written notification of its intent to award the contract to a specific bidder or until the bidder withdraws its bid/proposal in writing, whichever occurs first.

Packaging, Identifying and Delivering of Bids/Proposals

Bidders may **not** submit their bid/proposal responses online.

Bids/Proposals must be **clearly addressed and submitted** to:

Gabrielle Tanski
Senior Court Analyst
42 Karner Road
Albany, NY 12205

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

"Deliver immediately to Gabrielle Tanski"
"Sealed bid - Do not open"
"OCA/CP-155 due May 21, 2009 at 3:00 p.m."

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by May 21, 2009 at 3:00 pm at the latest or bids will be declared a "late bid" and they may be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Gabrielle Tanski, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: OCA/CP-155.

Estimated Quantities

All quantities stated herein or listed on the Bid Response Form are estimated only based upon past and current activity. No guarantees of any specific amounts are implied and none will be given. Contract(s) will be for actual inventories as provided and modified by the respective court or administrative office.

Rejected and Unacceptable Bids/Proposals

The OCA reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, OCA may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or contract; or who have previously defaulted on any contractual obligations, (as surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York; or who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts.

The OCA also reserves the right to reject any bidder whose facilities and/or resources in the opinion of OCA are either inadequate, too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation, who do not provide references for comparable work, whose references report significant failure to comply with specifications, and/or who otherwise in the opinion of the UCS are unable to meet specifications.

References

Bidders must include with their response, the names of at least four (4) clients, private or governmental entities (including contact persons and phone numbers) other than the NYS Unified Court System, for whom bottled water services have been provided within the prior five (5)-year period.

Liability Insurance:

Bidder must include with its response a certificate documenting that it has commercial general liability insurance coverage for at minimum, the coverage limits listed below or greater if required by applicable law, from an insurance company licensed to do business in New York State.

The awarded contractor(s) will be required to maintain such insurance in force throughout the term of the contract. Contractor's commercial general liability insurance policy must name UCS as an additional insured and be primary insurance with respect to UCS.

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

Bodily injury to any one person	\$ 1,000,000
Bodily injury aggregate per occurrence	\$ 1,000,000
Property damage in any one accident	\$ 500,000
Property damages aggregate per occurrence	\$ 1,000,000

**OCA/CP-155
Bottled Water Products and Services**

**Bid Opening Date: May 21, 2009
3:00 p.m.**

Questions:

Any and all questions bidder may have in connection with this solicitation are to be directed **by email only** to the attention of:

Gabrielle Tanski
Email: gtanski@courts.state.ny.us

Please indicate in "Subject" field: OCA/CP-155 Question(s)

The deadline to submit questions is May 11, 2009 at 4:00 pm. No questions will be entertained after this deadline. Questions will receive a written response and a revised Q&A listing all the questions received and their answers will be posted on the UCS website at www.nycourts.gov/admin/bids in the addenda column for the appropriate solicitation.

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

Compliance with laws:

Awarded contractor(s) shall be compliant with all applicable federal, state and local laws, rules and regulations prior to and during the provision of all services under the contract resulting from this RFB/RFP. Awarded contractor(s) must provide proof of workers compensation and disability benefits insurance coverage under NYS law with its proposal or, if it is exempt from such coverage, proof of exemption.

Implied requirements:

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

Silence of specifications:

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

Independent Contractor Status:

It is expressly understood and agreed that the awarded contractor'(s)' status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and

standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the awarded contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the awarded contractor or any of its employees or subcontractors.

Subcontracting:

The awarded contractor(s) shall not subcontract any portion of their work without the knowledge and prior written approval of the Office of Court Administration.

Subcontracting of any services described herein shall be subject to the following:

1. Bidder must identify each proposed subcontractor, type of service(s) to be performed, length and nature of bidder's relationship with proposed subcontractor and must provide any and all additional information regarding the proposed subcontractor as the OCA considers reasonable and necessary.
2. All proposed subcontractors must be identified in bidder's proposal and any additions and/or changes shall be subject to the approval of OCA prior to engagement by contractor and any such approved subcontractor shall be held to the same performance standards as awarded contractor.
3. The OCA will communicate only with awarded contractor and the awarded contractor shall remain wholly liable for the performance of any such subcontractor, its employees, agents, consultants or representatives. The names must be submitted in ample time to permit acceptance or rejection of each proposed subcontractor by OCA without causing delay in the services required by this contract.

II. RFB # OCA/CP-155

Purpose and Scope:

The New York State Office of Court Administration (hereafter OCA), Contract and Procurement Unit (hereafter CP) 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.

OCA/CP-155
Bottled Water Products and Services

Bid Opening Date: May 21, 2009
3:00 p.m.

Term of Award:

Awarded contract(s) will be for an initial period of three (3) years commencing on or about September 1, 2009 to August 31, 2012. OCA reserves the right to renew for an additional two (2) one-year periods upon the same terms and conditions and to extend the contract for a maximum of one hundred and eighty (180) days after either the initial term or either renewal term, upon written notification to contractor(s) prior to the contract termination date or renewal period thereof. The initial contract(s) and any renewal(s) or extension shall be subject to the approval of the New York State Comptroller.

Price Adjustment:

All pricing shall remain firm throughout the initial three (3) year term of the contract(s).

Price adjustments applicable to the renewal period(s) 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 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.

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.

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.

**OCA/CP-155
Bottled Water Products and Services**

**Bid Opening Date: May 21, 2009
3:00 p.m.**

Method of Award:

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

A bidder shall be defined as “responsible” in accordance with, but not limited to, references, past performance history, financial stability, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire) and the criteria set forth in the paragraph headed “Rejected and Unacceptable Bids/Proposals” as well as any other criteria necessary and reasonable to establish the bidder’s responsibility.

Lowest cost shall be based upon the Estimated Regional Total; bidder’s unit price per five (5) gallon bottle (container) times (x) 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.

Contractor Personnel (Contact):

The awarded contractor shall designate a staff member to act as the key contact for the courts & related offices of the UCS for the term of the contract and shall provide the UCS with this designated person’s name, phone and fax numbers, as well as an email address.

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. Invoicing/billing shall be in a format agreed upon between the ordering court/agency and the

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Bottled Water Products and Services

Bid Opening Date: May 21, 2009
3:00 p.m.

vendor(s) but in no instance shall it be contrary to any federal, state and/or local government regulations. Payments to the awarded contractor will be processed in a timely manner upon receipt of invoices.

Signed Delivery Receipts:

The awarded contractor shall obtain signed receipts for all deliveries made. UCS personnel will be instructed to sign all delivery receipts after having checked the accuracy of deliveries.

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 shall assist in all matters necessary to the proper performance and administration of the awarded contract(s).

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

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.

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Bottled Water Products and Services

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- 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 OCA/CP
 - and
 - c) OCA/CP 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. Automatic deliveries will not be allowed unless requested by the ordering location. **Bottles will be delivered on an as-needed basis upon order by the respective locations.**

UCS personnel will be instructed to sign all delivery receipts after having checked the accuracy of deliveries.

Pick-ups:

The awarded vendor(s) shall pick up empty bottles within thirty (30) business days of the contract's expiration date. The expiration date will be the end of the initial term if the contract is not renewed, or the end of any renewal or extension. If bottles are not picked up within thirty (30) business days, they will be deemed abandoned and disposed of by the court/office locations without any monetary compensation to the awarded vendor(s)

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: See next page.

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	2079
2	Kings, Queens, Richmond	1624
3	Greene, Columbia	41
3A	Schoharie, Albany, Rensselaer	332
3B	Sullivan, Ulster	119
4	Hamilton, Warren, Essex	40
4A	Fulton, Montgomery, Schenectady, Saratoga, Washington	216
4B	St. Lawrence, Franklin, Clinton	74
5	Lewis, Herkimer	0
5A	Oswego, Onondaga, Oneida	17
5B	Jefferson	0
6	Madison, Cortland, Chenango, Broome, Tompkins, Tioga	204
6A	Otsego, Delaware	38
6B	Schuyler, Chemung	71
7	Monroe, Wayne, Livingston, Ontario, Yates, Seneca, Cayuga, Steuben	56
8	Erie	16
9	Westchester, Rockland	18
9A	Orange, Putnam	3
9B	Dutchess	0
10S	Suffolk	500
10N	Nassau	647

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.

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