

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 RFP/RFB SPECIFICATIONS

Bid Number: OCA/CPA-313	Commodity Group:
Opening Date: July 6, 2005 Time: 11:00 AM	Commodity Name: 4 TH JUDICIAL DISTRICT OFFICE SPACE - SARATOGA SPRINGS, BALLSTON SPA or GLENS FALLS AREA

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
<p>UCS ATTACHMENT I AND ATTACHMENT II ATTACHED & INCORPORATED HEREIN.</p> <p>LEASE OF APPROPRIATE OFFICE SPACE (SINGLE LOCATION) FOR FOURTH JUDICIAL DISTRICT OFFICE SPACE, SARATOGA SPRINGS, BALLSTON SPA OR GLENS FALLS, NEW YORK AREA</p> <p>TERM: NOVEMBER 01, 2005 - OCTOBER 31, 2015 (10 YEARS) WITH OPTION TO RENEW FOR ADDITIONAL FIVE (5) YEAR PERIOD.</p>	<p>BIDDERS ARE TO SUBMIT ALL REQUIRED DOCUMENTATION AND PRICING IN THE FORMAT PRESCRIBED BY THE ATTACHED RFB/RFP 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 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 of 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.

**RFB# OCA/CPA-313
FOURTH JUDICIAL DISTRICT OFFICE SPACE**

Bidder's Checklist
of
Required Documents

UCS Request for Bid Form _____

UCS "Attachment I" _____

 Non-collusive bidding certificate (Page 3 of 10) _____

 Acknowledgment (Notarial) (Page 4 of 10) _____

 Note: pages 5, 6 & 7 of 10 are not applicable.

UCS "Attachment II", Tax Certification _____

Completed Bid Response Form with all lease amounts and total build out costs (if any) _____

With:

 Separate breakdown of all materials, supplies, equipment, labor _____

 Floor Plan _____

Complete, legible copy of Bidder's Lease Addendum, if any _____

One (1) complete set of original bid documents bearing ink signature _____

Four (4) complete copies of all bid documents _____

Three (3) references _____

Certificate of liability insurance coverage _____

This "Checklist" _____

Signature

Name in Print

Date

Title

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** * * *

Note: In addition to such other specifications and criteria presented herein, the **NYS Unified Court System Standard Request for Bid Clauses and Forms - Attachment I and Contractor Certification, ST-220, Attachment II**, are attached, incorporated and made a part hereof.

PURPOSE AND SCOPE:

The New York State Office of Court Administration - Contracts & Procurement Administration Unit (OCA/CPA) is soliciting sealed bids on behalf of the New York State Unified Court System, Fourth Judicial District, District Administrative Judge's Office (hereinafter 4th JD DAJO) for the purpose of leasing approximately 20,000 SF (+/-) of office space that is appropriate and conducive to court operations for its' Administrative Office operations in the Saratoga Springs, Ballston Spa or Glens Falls area.

TERM:

The term of the awarded lease shall be for an initial period of ten (10) years, commencing on or about **November 01, 2005 through October 31, 2015**. The 4th JD DAJO reserves the right to **renew** any awarded contract/lease for one (1) additional five (5) year period upon written notification to contractor/landlord ninety (90) days prior to the respective expiration date. The 4th JD DAJO further reserves the right to once **extend** any awarded contract/lease for a period not to exceed one-hundred-eighty (180) days, upon written notification to the contractor/landlord sixty (60) days prior to the expiration of the initial term, or any renewal thereof.

Any such renewal of the contract/lease shall be at a monthly lease rate as mutually agreed to by the parties and subject to the approvals of the New York State Offices of the Attorney General (hereafter OAG) and State Comptroller (hereafter OSC).

BID/PROPOSAL DUE DATE:

All bids and proposals must be packaged and fully sealed in conformance with directions on OCA/CPA website (www.nycourts.gov/admin/bids) and received on or before 11:00 am, July 6, 2005 at the New York State Unified Court System, Fourth Judicial District, 65 South Broadway, Suite 101, Saratoga Springs, NY 12866, Attention: Betty Faltermeier.

CONTRACT / LEASE CONTENT:

It is intended that the terms, conditions and provisions stated in this request for bid (RFB)

& specification, bidder's response thereto, finalized build-out/floor plan and related correspondence shall constitute the contract / lease document. Therefore bidders are advised to include with their response any addendum clearly stating such additional terms they wish to be considered for incorporation into the contract / lease. Such addendum shall be subject to such revisions as the 4th JD DAJO and bidder determine mutually acceptable.

AMENDMENTS, MODIFICATIONS:

Awarded contract/lease may be amended or modified from time to time as may be deemed appropriate or necessary by the parties and shall be subject to the approvals of the OAG and OSC.

TERMINATION:

Any awarded contract/lease may be terminated by the 4th JD DAJO with or without cause upon one hundred-twenty (120) days written notice to landlord. Landlord may terminate any awarded contract/lease with cause upon one hundred-twenty (120) days written notice to 4th JD DAJO.

METHOD OF AWARD:

Any award shall be to the lowest cost, responsible bidder. "Lowest cost" shall be defined as the least costly pricing for the initial ten (10) year term of the lease, including renovations/build out costs. Since the required square footage allows for "plus or minus", for purposes of cost comparisons, bidder's costs will be adjusted to the required square footage stated herein, using the bid rate per square foot should space offered be acceptably "plus or minus". Lease payment shall be made for the actual square footage. "Responsible" shall be defined as, but not limited to, being in compliance with these specifications, or any amendments thereto, suitability of premises offered, financial stability, positive references and prior performance history.

UNACCEPTABLE BIDS/PROPOSALS:

4th JD DAJO may reject any proposals from bidders who previously defaulted on contract/lease 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 qualifications of the bidders to receive public contracts.

PRICE:

All pricing is to be net and submitted on the attached Bid Response Form as cost per square foot times (x) estimated square footage per year = total initial ten (10) year term costs, exclusive of renovations/build out cost **and also inclusive** of such costs (the latter amount being the basis of "lowest costs" determination **and include all services described herein** except for allowable increases in the 4th JD DAJ's proportionate share of local taxes and utilities.

Pricing shall remain firm for the first three (3) years (thirty-six (36) months) of the contract/lease, except for necessary increases attributable to 4th JD DAJ's proportionate share of applicable local taxes and utilities as may be incorporated into the lease amount.

Lease amounts for the fourth (4th) through tenth (10th) years of the initial ten (10) year term shall be presented on the **Bid Response Form**. Reasonable, and mutually-agreed upon, increases for monthly lease amounts for any subsequent **renewal** periods will be allowed provided proper notification is given to 4th JD DAJO ninety (90) days prior to the impending expiration date. However, no such increase will be allowed for any **extension** period which may be invoked by 4th JD DAJO for any demised premises. The prior year's rental amount shall prevail for such period of extension.

INQUIRIES & CLARIFICATIONS:

All questions regarding these specifications or solicitation process must be directed **in writing** by letter, fax or on-line solely to the attention of:

Betty Faltermeyer
OCA Contract & Procurement Administration
Court Analyst

Fax: (518) 869-4735

Email:bfalterm@courts.state.ny.us

Failure to adhere to this requirement may jeopardize bidder's standing, including rejection of bid.

REFERENCES:

Bidder's must include with their response, the names of at least **three (3)** clients (including contact persons and phone numbers) for whom the specified service has been provided within the past six (6) months.

ESTIMATED QUANTITIES; SQUARE FOOTAGE:

It is understood that any and all references to any space(s) or square footage presented herein is an approximation (+ / -) and the awarded contract/lease, and subsequent payments shall be based upon the actual square footage/amounts.

PAYMENTS:

Monthly rental amount shall be paid in advance on the first day of each month the contract/lease is in force.

LIABILITY INSURANCE; DAMAGES, THEFT, LOSS:

Awarded contractor/landlord shall be responsible for any damages, loss or theft caused to the property, equipment or furnishings of the 4th JD DAJO by landlord's representatives, agents, employees, contractors or any other agent representing or acting on behalf of landlord. Should such damages, loss or theft occur, repair or replacement shall be performed to the satisfaction of the 4th JD DAJO and wholly at the expense of the landlord. Accordingly, the contractor/landlord shall maintain adequate general liability and comprehensive insurance coverage on the property at all times 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. **Bidder must provide proof of such coverage with their response.** A certificate of coverage issued by bidder's underwriter is sufficient.

COPIES OF BID DOCUMENTS:

Bidder must submit an original and **four (4) copies** of all required documents (**including a floor plan**) with their response. Failure to include the required copies and attachments may result in rejection of bidder's response.

FAILURE TO PROVIDE DATA:

Failure to provide any data in a timely manner to OCA/CPA or 4th JD DAJO deemed reasonable and necessary for proper evaluation of bidder's response may result in rejection of bidder's offering.

IMPLIED REQUIREMENTS:

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

SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications contained as a part of this package as to any detail or 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 BID PAPERWORK:

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.**

Bid responses must be in English.

Please read "Bid Instructions - General Requirements" on the [Bid Instruction](http://www.nycourts.gov/admin/bids) page of the Procurement & Contract Opportunities Site (<http://www.nycourts.gov/admin/bids>) carefully.

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 must be marked:

**"BID - DO NOT OPEN
OCA/C&PA - 313
DUE DATE: July 6, 2005
TIME: 11:00 AM "**

and received **on or before** July 6, 2005 11:00 AM (EST) to the attention of:

**Betty Faltermeier
Court Analyst
NYS Unified Court System
Fourth Judicial District
65 South Broadway, Suite 101
Saratoga Springs, NY 12866**

COMMUNICATIONS - IMPORTANT!!:

Any and all questions by bidders concerning this solicitation shall be directed **in writing** solely to Betty Faltermeier by mail at the above address, fax to (518) 869-4735 or email to bfalterm@courts.state.ny.us with the subject line: **"OCA/CPA-313"**

Any violation of the above may result in rejection or disqualification of the bidder!

ONLINE RFB PACKAGE: DISCLAIMER:

Bidders accessing any UCS/OCA solicitations and related documents from the NYS 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.

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

The 4th JD DAJO is seeking **suitable and adequate** office space for their needs which are presented in detail as follows:

AREA REQUIRED: 20,000 SF (+/-):

Approximately 20,000 SF (+/-) square feet of office space. The space should be sufficient to accommodate the following (all square footage is approximate):

_____	1 - Reception Area	400 Sq. Ft.
_____	1 - Waiting Area	200 Sq. Ft.
_____	1 - Private Office	400 Sq. Ft.
_____	8 - Private Offices	250 Sq. Ft. each (2000 SF)
_____	2 - Private Offices	300 Sq. Ft. each (600 SF)
_____	1 - Clerical Work Area	2000 Sq. Ft.
_____	1 - Administrative Work Area	500 Sq. Ft.
_____	1 - File Storage Area	500 Sq. Ft.
_____	2 - Large Conference Rooms	500 Sq. Ft. each (1000 SF)
_____	1 - Office Equipment Room	500 Sq. Ft.
_____	1 - Convenience Area*	300 Sq. Ft.
_____	7 - Private Offices	200 Sq. Ft. each (1400 SF)
_____	1 - Automation Work Area	500 Sq. Ft.
_____	1 - Automation Training Room	1200 Sq. Ft.
_____	1 - Training Meeting Room	3500 Sq. Ft.
_____	1 - Conference Room (for Training Purposes)	2000 Sq. Ft.
_____	1 - Storage Space	2500 Sq. Ft.
_____	1 - LAN Closet	200 Sq. Ft.

Miscellaneous Use Areas
(** Lavatories, Corridors 800 Sq. Ft)

* Self-service staff convenience area - a separated area (approximately 300 sq. ft.) containing sink (hot and cold water), upper & lower cabinets and counter top and wired outlets to facilitate staff placement and access to a refrigerator, microwave, coffee brewer and vending machines.

** Staff lavatories should be within the designated space but, as a minimum, available on the same floor and general area.

GEOGRAPHIC LOCATION:

The geographic location must fall within one of the following areas: Ballston Spa, Saratoga Springs or Glens Falls. The location must be within ten (10) miles +/- of the Interstate 87 Northway Corridor.

Location must also provide for approximately ninety (90) designated and dedicated parking spaces for use by staff and visitors. Also see "parking" herein.

DATA AND TELEPHONE CABLING SPECIFICATIONS:

NOTE: In addition to the requirements noted below, the "New York State Unified Court Systems Communications Cabling Standards - 09:23:03" are incorporated herein and attached hereto.

The bidder agrees to furnish each office, conference room, reception/waiting area, office equipment room and workstations in the clerical and administrative areas with data and telephone cabling. Data wiring must comply with the category 6 specification (tia/eia-568-b.2-1) end-to-end, and in support of gigabit ethernet. All telephone cabling must comply with category 3 specification, each outlet shall have two (2) RJ45 data outlets and one standard telephone jack. All RJ45 data outlets to be cabled with individual 4-pair cable with unbroken return to punch down on back of category 6 data patch panel in the data room. Cable length from data outlet (station) to data room should not exceed 295 feet. Data room shall be furnished with a dedicated 100-volt, 15 amp circuit with four (4) outlets.

AMERICANS WITH DISABILITIES ACT:

All space proposed must be accessible by handicapped persons and in full compliance with the Americans with Disabilities Act (ADA), or fully compliant on or before date of 4th JD DAJO occupancy.

ELECTRIC SERVICE:

The bidder agrees to furnish, throughout the term of rental or any renewal or extension thereof, electric equipment and fixtures and electric service of sufficient amount and quality for properly lighting said premises and for the operation of tenant's electrical office equipment and appurtenances.

HEATING AND AIR CONDITIONING:

The bidder shall maintain and operate an adequate and suitable year round environmental control system and appurtenances which shall be capable of providing the following:

- a) Year round daily ventilation, introducing fresh air, tempered as required.
- b) The air conditioning or cooling portion of said system shall be capable of maintaining, when required, inside conditions of 78 degrees Fahrenheit dry bulb and 50 percent relative humidity.
- c) The heating portion of the said system shall be capable of maintaining heat, when necessary for the proper comfort of occupants, which shall be not less than 68 degrees Fahrenheit nor more than 78 degrees Fahrenheit, throughout the work area.

UTILITIES:

Costs of electrical, heating, water, gas, power and air conditioning shall be included within the rental except for the aforementioned allowable increases for proportionate share of taxes and utilities.

ELEVATOR SERVICE AND BUILDING ACCESS:

The bidder shall, at its own expense, furnish adequate automatic elevator service and access to the building daily and on Saturdays, Sundays and State and Federal legal holidays.

WATER:

The bidder shall furnish, at his/her own expense, hot and cold potable water from the local supply sufficient for drinking, washroom and cleaning purposes.

JANITORIAL SERVICE:

NOTE: The rules of the Chief Judge - Part 34 Guidelines for New York State Facilities are incorporated herein and attached hereto. Any conflict with the requirements noted below, "Part 34" shall prevail. The bidder shall provide janitorial service for the premises to keep same in a neat, clean and sanitary condition and no person(s) other than those authorized by the bidder to perform such service shall enter these premises (see "note" below) Excepting court holidays, services shall be performed during normal business hours; **Monday - Friday, 9:00 am - 5:00 pm**. It is understood and agreed that the janitorial services to be furnished under this lease shall provide the following, **as a minimum**:

FLOORS - RESILIENT TILE: Clean with good luster. Scuffing and black marking to be minimal without noticeable wear areas.

FLOORS - HARD: Same as above except concrete floors do not require good luster.

FLOORS - CARPETED: Carpeted areas are to be clean, free of surface dirt and dust. Shampooing of carpeting will be accomplished annually, if requested by the tenant.

REST ROOMS: All rest rooms are to be clean and sanitized, fixtures free of salts and mineral deposits, and all dispensers are to be provided with sufficient towels, tissue and hand soap to last a full working day.

LIGHT FIXTURES: To be clean and in working order.

VENETIAN BLINDS: To be clean and in working order.

WALLS, CEILINGS, ENTRANCES, METAL TRIM, DOORS, ETC.: Free of dust. Walls, metal trim and doors free of spots and metal to be polished. Entrance mats to be clean and presentable. Entrance glass to be clean.

WINDOWS: To be cleaned on the following schedule: inside two (2) times per year and outside one (1) time per year at reasonable intervals. Interior partition glass to be clean at all times. Window sills, radiator covers, window air conditioners and window trim will be clean and dry.

WOODWORK: Clean, and unless the finish is flat, lustrous.

RUBBISH: All waste paper baskets, cigarette urns, trans cans are to be emptied and all trash removed for the premises, daily. Waste paper baskets are to be clean, odor free and lined each day.

EXTERMINATING SERVICE: As required.

SIDEWALKS, ENTRANCES AND PARKING AREAS: To be kept free and clean of refuse, snow, ice and debris.

NOTE: Should bidder/landlord fail to provide a reliable janitorial service to satisfactorily deliver such services, the 4th JD DAJO reserves the right to engage a provider of their choosing, the costs of which shall be deducted directly from the monthly rental. Except that landlord shall first be given thirty (30) days to remedy the situation.

Also, the 4th JD DAJO shall have the right to refuse entry (for janitorial services) to any personnel for reasons of security or confidentiality and to reschedule such services at the mutual convenience of both parties.

REPAIRS:

The bidder shall take good care of the premises, fixtures and appurtenances and shall make all repairs necessary to put and keep the premises in good order and condition at its own cost and expense except repairs required as a result of the negligence of the 4th JD DAJO, its employees, clients or guests, which shall be the responsibility of the 4th JD DAJO. The 4th JD DAJO shall exercise reasonable care to ensure the landlord's property is used for the purposes intended and not subjected to damages beyond normal wear and tear. The bidder shall ensure that the premises comply with all laws, rules, orders, ordinances and regulations at any time issued or in force, applicable to the premises, of the city, county, or other municipality, state or federal governments, and of any insurance services organization having jurisdiction in the premises. The 4th JD DAJO, in its use of the demised premises, agrees to comply with all applicable laws, rules, orders, ordinances and regulations.

BROKERAGE FEES:

The 4th JD DAJO, shall not be responsible for payment of any fees due any broker, agent, etc. in connection with the rental property.

SIGNS:

The 4th JD DAJO, may post and maintain such signs and notices as are reasonably required to inform the public as to its location in the building and shall have a right to have its name and other pertinent information on lobby directory board.

RENOVATIONS / BUILD OUT:

Any renovations which may be necessary by bidder to accommodate the space and other amenities defined herein as required by the 4th JD DAJO, are to be completed by the landlord prior to initial occupancy by the 4th JD DAJO.

Any subsequent renovations or modifications of the space as may be desirable or necessary by the 4th JD DAJO, shall be completed with minimal disruption to the operations of the 4th JD DAJO, and pursuant to a mutually-agreed schedule between the 4th JD DAJO, and landlord. Costs related to any such subsequent renovations shall be presented for the 4th JD DAJO review and approval, and the 4th JD DAJO shall have the option of outright payment of the agreed costs or to have such costs prorated over the remaining term of the agreement, or renewal thereof.

Should accord not be reached by the parties regarding subsequent renovations due to costs or other material factors, the 4th JD DAJO shall have the option of engaging an independent contractor to perform such work. The 4th JD DAJO shall guarantee that such contractor engaged to perform any work on the demised premises, shall be fully licensed, bonded and/or insured, and all work will be compliant with all applicable building codes and in keeping with the demised premises. In this instance, the costs of such subsequent renovations shall be paid directly by the 4th JD DAJO, and not incorporated in the monthly lease amount.

COSTS - RENOVATIONS/BUILD OUT:

Bidder shall show costs of the 4th JD DAJO required renovations/build out requirements as a separate, total figure as noted on the Bid Response Form, **but must attach a complete breakdown of projected costs**. Bidder shall also show the base rental amount as an adjusted rate to **include** the costs of renovations over the initial ten (10) year contract/lease term.

FLOOR PLAN:

Bidder shall include a preliminary floor plan with response. This floor plan shall serve only to put the intended space in perspective and shall be subject to reasonable changes and modifications as may be desired by the 4th JD DAJO.

PARKING:

Rental location must provide a minimum of twenty-five (25) parking spaces for 4th JD DAJO staff use and an additional sixty-five (65) parking spaces, for remote staff, within 500 feet, the cost of which shall be included in the monthly lease amount.

SECURITY:

Commensurate with the initial renovations (build out), if required, landlord will be required to incorporate a security system designed to restrict direct entry into the office of the 4 JD DAJO. As a minimum, such system shall provide visual observance of the person seeking entry, voice communication and electronically controlled door lock from a position within the reception area.

USE AND ACCESS:

The 4th JD DAJO shall have free and easy access to the demised premises at all times (including after-hours and weekends) and hours and shall be able to conduct its business in an unrestricted manner without undue interruption by landlord. Landlord may have access to view the demised premises, however, due to the highly confidential nature of the 4th JD DAJO's operations, landlord will be required to give advance notice of at least 24 hours to the 4th JD DAJO. The 4th JD DAJO reserves the right to reschedule any such notification.

SITE ASSESSMENT:

Upon notice from the 4th JD DAJO and in order to properly evaluate bidder's response, bidder shall make arrangements for the 4th JD DAJO and other appropriate personnel, to conduct a site visit to the location in question.

FORCE MAJEURE:

No parties shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, war, epidemics, governmental regulations superimposed after the fact, fire, failures of communications and/or power lines, earthquakes, or other natural disasters.

HEADINGS:

Headings used herein are for reference purposes only and shall not be deemed part of any contract/lease.

PARTIAL INVALIDITY:

If any term, clause or provision of the resulting contract/lease shall be found to be illegal or unenforceable, then notwithstanding any language to the contrary, such term, clause or provision shall be deemed stricken and the contract/lease shall remain in full force and effect.

CONSENT TO BREACH NOT WAIVER:

No term, clause or provision herein shall be deemed waived and breach excused, unless such waiver or consent shall be in writing and signed by the party(s) claimed to have waived or consented. Any consent by any party(s) to, or waiver of, a breach by the other party(s) whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

AUTHORITY:

Each party has full power and authority to enter into the resulting contract/lease and perform the terms, clauses and provisions hereof and the person signing such, having read and understood same, is empowered to do so.

NOTICES:

Except as may be provided elsewhere, all notices to be given pursuant to the resulting contract/lease shall be made in writing and delivered to the other party(s) at the respective address set forth herein, or such other address as may be provided from time to time.

APPENDIX A:

The New York State Unified Court System Standard Clauses for all Contracts - Appendix A (July 2003) containing terms required of all New York State contracts is attached hereto and made a part hereof.

Fourth Judicial District
District Administrative Judge's Office
Saratoga Springs, NY Area or Glens Falls, NY
Area or Ballston Spa, NY Area

BID RESPONSE FORM

IMPORTANT: Bidder must submit a response which will facilitate office space for the New York State Unified Court System, Fourth Judicial District, District Administrative Judge's Office in the above captioned locations for 20,000 sf (+/-).

NOTE: All pricing must be entered on this form. Any amounts bidder wishes to clarify must be presented on a separate sheet of bidder's letterhead bearing the bid number of this solicitation, date and signature.

A. INITIAL 3 YEAR (36 MONTH) TERM WITHOUT RENOVATIONS / BUILD OUT COSTS:

Rate per sq. foot per month \$ _____ X 20,000 SF (+/-) X 36 months =\$ _____

PLUS

4TH YEAR (12 months)Annual Lease Amount \$ _____

5TH YEAR (12 months)Annual Lease Amount \$ _____

6TH YEAR (12 months)Annual Lease Amount \$ _____

7TH YEAR (12 months)Annual Lease Amount \$ _____

8TH YEAR (12 months)Annual Lease Amount \$ _____

9TH YEAR (12 months)Annual Lease Amount \$ _____

10TH YEAR (12 months)Annual Lease Amount \$ _____

Total 10- Year Lease Amount \$ _____

B. INITIAL RENOVATIONS / BUILD OUT: (if any) \$ _____

You must attach a complete breakdown including all materials, supplies, equipment, labor.

Fourth Judicial District
District Administrative Judge's Office
Saratoga Springs, NY Area or Glens Falls, NY
Area or Ballston Spa, NY Area

C. INITIAL 3 YEAR (36 MONTH) TERM INCLUDING RENOVATIONS / BUILD OUT COSTS:

Rate per sq. foot per month \$ _____ X 20,000 SF (+/-) X 36 months =\$ _____

PLUS

4TH YEAR (12 months)Annual Lease Amount \$ _____

5TH YEAR (12 months)Annual Lease Amount \$ _____

6TH YEAR (12 months)Annual Lease Amount \$ _____

7TH YEAR (12 months)Annual Lease Amount \$ _____

8TH YEAR (12 months)Annual Lease Amount \$ _____

9TH YEAR (12 months)Annual Lease Amount \$ _____

10TH YEAR (12 months)Annual Lease Amount \$ _____

Total 10- Year Lease Amount with Pro-Rated Build Out Costs = \$ _____

NOTE: "C" TOTAL REPRESENTS "LOWEST COST" AND WILL BE BASIS OF SUCH AS STATED UNDER, 'METHOD OF AWARD'.

NAME OF FIRM

AUTHORIZED SIGNATURE

DATE

NAME IN PRINT

TITLE