

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 Fifth Judicial District Administrative Office
 600 South State Street
 Room 300
 Syracuse, NY 13202

(Agency Name and Address)

Direct Inquiries to: Gary M. Gerhardt
 e-mail.: ggerhard@nycourts.gov

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

As defined in attached specifications

Bid Number: RFB-5JD-001 Issue Date: Dec 6, 2018	Commodity Group:
Opening Date: Friday December 28, 2018 Time: 2:00 PM EST	Commodity Name: Automation Equipment Maintenance

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><u>NYS Unified Court System (UCS) Attachment I, III & IV are attached and incorporated herein.</u></p> <p><u>General/Detailed Specifications are attached and incorporate herein.</u></p>	<p>All bid responses are to be submitted on the Bid Response Form(s) enclosed in this package.</p> <p>This RFB and all other required documents must be completed, signed and returned.</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 NYS Vendor ID Number:	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Telephone Number: e-mail:	

DOCUMENT ENCLOSURE CHECKLIST

Page 1

Please indicate with checkmark which below documents are included in your bid package.

	Document Enclosure Checklist (2 pages)
	Request For Bid - (1 page)
	General Specifications – (10 pages)
	Detailed Specifications - (7 pages)
	Attachment I – includes Appendix A and UCS Standard Clauses for All Contracts Bidder must download at www.nycourts.gov/admin/bids
	Attachment III – Vendor Responsibility Questionnaire (includes) Paper Questionnaire – (10 pages) Bidder must download at www.nycourts.gov/admin/bids OR Questionnaire filed on-line via OCS VendRep System (1 page)
	Attachment IV – Procurement Lobbying Forms (includes) Disclosure of Prior Non-Responsibility Determination (UCS 420) – (2 pages) Affirmation of Understanding and Agreement (UCS 421) – (1 page) Bidder must download at www.nycourts.gov/admin/bids
	Certificates of NYS Workers’ Compensation and NYS Disability Insurance of Certificate of Attestation of Exemption (see Insurance Requirements, page 5 of General Specifications)) No forms included – documents to be supplied by bidder
	Contractor Experience (see Qualifications of Bidder, page 3 of General Specifications) No forms included – documents to be supplied by bidder
	List of References (see References, page 4 of General Specifications) No forms included – documents to be supplied by bidder
	Proof of Certification (see Service Capability, page 3 of General Specifications) No forms included – documents to be supplied by bidder

DOCUMENT ENCLOSURE CHECKLIST

Page 2

	Attachment VI – Bid Response Form – (2 pages)
	Exhibit 1 – Fifth Judicial District locations – (2 pages)
	Exhibit 2 – NYS Judicial Districts (1 page)
	Two (2) originals and two (2) complete sets of bids/proposals and documentation as required (do not put in binders or other bound fashion)

All documents which require signatures must bear the original signature in BLUE INK of the same authorized individual.

Signatory notarizations must be that of the person whose signature is affixed to required documents.

Name of Firm: _____

Date: _____

Authorized Signature: _____

Name in Print: _____

Title: _____

Email Address: _____

Bid Number: RFB-18-5JD-001
Automation Equipment Maintenance

Bid Opening: Friday, December 28, 2018
2:00 PM. EST.

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

In addition to such other specifications and criteria presented herein, the following documents are incorporated and made a part of this solicitation:
Attachment I - NYS Unified Court System Standard Request for Bid Clauses & Forms
Attachment III- Vendor Responsibility Questionnaire
Attachment IV-Procurement Lobbying Act.

Failure to return any required forms or documents referenced in this solicitation may result in the rejection of bidder's response.

PURPOSE AND SCOPE:

The New York State Unified Court System, Fifth Judicial District Administrative Office (hereafter the 5JD) is soliciting sealed proposals for the purpose of establishing unlimited on-site maintenance/repair services on various pieces of automation equipment (hereafter, equipment and described in the Detailed Specifications below) for courts and related agencies in six (6) counties located within the Fifth Judicial District (see map of Judicial Departments & Judicial Districts, Exhibit 2). Bidders must bid on all Categories in this bid.

A sample equipment category listing is provided in the Detailed Specifications and is for informational purposes only and is intended to provide the bidder with an idea of the equipment that might be covered under this contract. The 5JD does not guarantee that it shall require the contractor to maintain any specified number of machines during the terms of the contract or any specific minimum number of calls, but the contractor will agree to accept all requests for service by the 5JD during this period. Any quantities specified in this RFB constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied.

Note: Bidders are advised that any awarded contract shall be for estimated quantities only and shall not constitute a need for services and further, places no obligation upon the 5JD to request services with the contractor. However, the contractor shall accept all requests for services placed by the 5JD during the term of the contract for all items for which an award is made. Such requests for services will be considered binding upon the contractor when notified by e-mail to the address indicated in the award and pursuant to the terms thereof.

CONTRACT PERIOD:

Awarded contract will be for a three-year period commencing January 1, 2019 – December 31, 2021. This contract may be renewed by 5JD for up to two (2), one-year extensions, under the same terms and conditions, including the prices upon written agreement of the parties thirty (30) days prior to contract termination date.

JUDICIARY USE:

Awarded contract shall be for use by the NYS Courts and related agencies within the 5JD.

PRICING:

All prices are to be net and cover all parts, labor, and travel, as specified herein to the satisfaction and performance standards of the 5JD. Additionally, pricing shall be submitted only on, and in the format prescribed by, the attached Bid Response Form (Attachment VI). Unless specified otherwise herein, all prices shall remain firm throughout the contract period and any subsequent renewals or extensions thereof.

METHOD OF AWARD:

It is the intention of the 5JD to award the contract to a single responsible contractor. Award will be based on the lowest total cost for all services provided by a contractor meeting the technical and other specifications/qualifications included in both the General Specifications and Detailed Specifications. Total cost is determined by the contractor with the lowest total costs (categories are defined below in the Detailed Specifications). The specific details regarding the determination of the lowest bidder are discussed in the Bid Response Form instructions (Attachment VI).

Responsible bidders shall be defined to include, but not be limited to, compliance with these specifications, references, bidder's performance history, financial stability, resources, cost factors, experience with comparable awards/contracts, and any other criteria necessary and reasonable to establish the bidder's responsibility. The 5JD reserves the right to require any and all information or documentation deemed necessary to determine the "responsibility" of bidder. Failure to provide such information or documentation may result in rejection of bidder's submission. Sufficient resources to ensure the ability to adhere to the contract requirements shall be a factor in the determination of the award.

The Vendor must be authorized to do business in New York. The Vendor must not be under any legal restrictions which bar or prevent the Vendor from doing business with the State of New York.

IMPLIED REQUIREMENTS:

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

COMPLIANCE WITH LAWS:

Contractor(s) shall comply with all applicable federal, state and local laws, rules and regulations. All contracts are subject to review and approval by the Office of Court Administration, the Office of the Attorney General and the Office of the New York State Comptroller.

SILENCE OF SPECIFICATIONS

The apparent silence of the specifications contained herein as to any detail, or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of these specifications shall be made on the basis of the 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 5JD or State of New York.

QUALIFICATIONS OF BIDDER:

Bids will be accepted only from established computer services vendors with at least five years of company experience performing similar hardware and software maintenance services. Vendors must provide documentation establishing the five years of company experience.

Additionally, no bid will be considered unless the bidder can provide trained personnel qualified to perform the services included in this solicitation who are available to perform services within the service requirement time frames detailed below.

SERVICE CAPABILITY:

Bidders submitting bids must be capable of providing and maintaining serviceability for awarded services throughout the 5JD. In addition, vendors submitting bids must provide proof of the following certifications: Dell & HP Certified warranty provider.

WARRANTY AND WORKMANSHIP PARTS:

Vendor must warrant that the services offered in this bid proposal will be of good workmanship, and that all parts used in the maintenance and repair of any equipment are free from defects, and that no part or parts will be substituted or applied contrary to the manufacturer's recommendations or standard practices.

SUBCONTRACTING:

Subcontracting is permitted, on a case by case basis, provided that prior approval is received from the Sixth District designated staff person.

REFERENCES:

Bidder must provide the names of at least three (3) private or governmental entities, contact persons and phone numbers for whom similar large-scale hardware and software maintenance services have been provided within the prior one (1) year period. The name, title, and telephone number of the reference point of contact must be included. *The 5JD and its employees may not be used as a reference.*

RIGHT TO WAIVE:

The 5JD reserves the right to waive minor discrepancies, irregularities or technicalities regarding a bidder's proposal if it serves the best interest of the 5JD and State of New York.

In the event satisfactory bids are not received, the 5JD reserves the right to consider alternate proposals containing deviations from specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued. The 5JD also reserves the right to waive all bids after analyzing bid proposals.

TERMINATION:

In the event of the termination of the contract, the 5JD shall be obligated only for services requested up to and including the effective date of termination. Early termination of the contract for cause may result in, among other consequences, including but not limited to all remedies available at law to the 5JD and New York State, the awarded contractor both being declared non-responsible by the 5JD, pursuant to the 5JD and Office of the State Comptroller's guidelines on vendor responsibility and in the contractor's removal from the 5JD's bidders list for future solicitations.

INSURANCE REQUIREMENTS:

Awarded contractor shall be required to maintain during the term of the contract, including any renewal terms, at their own cost and expense:

Workers' compensation and disability benefit insurance coverage as required under NYS law. **Each vendor must provide with its proposal proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption.** Vendor must obtain the appropriate Workers' Compensation Board forms from its insurance carrier or licensed agent, or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. See Workers' Compensation Board website at www.wcb.state.ny.us/content/main/Employers/IM.pdf for a manual listing required forms and procedures. Any questions regarding workers' compensation coverage requirements or debarments should be directed to:

Workers' Compensation Board
Bureau of Compliance
(518) 462-882
(866) 298-7830

Only the following forms will be accepted:

Proof of Workers' Compensation Coverage

Form C-105.2 - Certificate of Workers' Compensation Insurance issued by private insurance carriers; or

- **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** - Certificate of Workers' Compensation Self-Insurance; or
- **Form GSI-105.2** - Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **Form CE-200** – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Coverage

Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance, or
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

On forms where a certificate holder can be indicated, the carrier must enter:

NYS Fifth Judicial District Office
600 South State Street
Suite 300
Syracuse, NY 13202

The insurance carrier will notify the certificate holder if a policy is canceled.

For additional information regarding workers' compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at: <http://www.wcb.ny.gov/content/main/employers/busPermits.jsp>.

Please note: An ACORD Certificate of Insurance is not acceptable proof of NYS workers' compensation or disability benefits insurance coverage.

Please mail the above-referenced forms to:

NYS Fifth Judicial District Office
Attn: Gary M. Gerhardt
600 South State Street
Suite 300
Syracuse, NY 13202

REJECTED AND UNACCEPTABLE BIDS/PROPOSALS:

The 5JD reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, the 5JD 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.

CLARIFICATION/CORRECTION OF BIDS/PROPOSALS:

In addition to any rights articulated elsewhere in this solicitation, the 5JD reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of this solicitation. This clarifying information, if required in writing by the 5JD, must be submitted by the bidder in accordance with formats as prescribed by the 5JD at the time said information is requested and, if received by the due date set forth in the 5JD's request for clarification, shall be included as a formal part of the bidder's proposal. Clarifying information, if any, whether provided orally, visually or in writing will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection

of the bidder's proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon the 5JD to seek or allow clarifications or corrections as provided for herein.

SERVICE CALLS:

The contractor will provide on-site maintenance service for all covered equipment during the 5JD's business hours, from 8:00 a.m. to 5:00 p.m.(depending on hours at specific locations), Monday through Friday (except holidays, including New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day & Veteran's Day, Thanksgiving Day, Christmas Day), and shall respond within twenty-four (24) hours of a request for services for all non-fileserver hardware categories. The vendor must respond within four (4) hours for a call related to any of the fileserver hardware categories or any of the Network Backbone categories. This response shall result in complete repair of failed equipment or installation of a comparable loaner so that the user(s) can continue working in a normal manner.

CENTRALIZED BILLING PROCEDURE:

Awarded contractor will be required to comply with the 5JD's summary billing procedure for the invoicing of payments to coincide with the State's fiscal year, April – March.

The contractor shall issue one invoice to the 5JD Administrative Office quarterly in arrears. Each quarterly invoice will cover the period January 1 to March 31, April 1 to June 30, July 1 to September 30 and October 1 to December 31. Each invoice shall include the following:

- * Contractor's name
- * Contractor's ten-digit NYS Vendor I.D. Number
- * Description of the period covered by the invoice
- * Total service call charges for quarter.

Note: Failure to respond to service calls within the specified time periods may, at the discretion of the 5JD, result in a twenty percent (20%) reduction of the invoiced yearly base charge of the unit involved in a service call. An additional twenty percent (20%) reduction of the invoiced yearly base will be invoiced for each additional day that a service call remains out of compliance. If the contractor is not in full compliance with the terms of this contract when payment is due, payment will not be submitted until all service calls are deemed "In Compliance" by the 5JD Operations Unit staff. No interest is to be charged (and will not be paid) for any delay in payment as a result of contractor's lack of compliance with the contract.

STATUS REPORTING:

Contractor shall provide the 5JD Administrative Office with such status reports as may be occasionally requested.

INDEMNIFICATION

The contractor agrees to indemnify the 5JD against any and all losses, costs and expenses which the 5JD may incur by reason of the contractor's negligence.

FORCE MAJEURE:

Neither party 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, acts of war, epidemics, governmental regulations superimposed after the fact, communication line failures, power failures, earthquakes or other disasters.

BID RESPONSE FORM:

The Bid Response Form (Attachment VI) must be used in the preparation and submission of this bid. Additional documentation may be attached, however, the Bid Response Form must be completed and submitted. No bids will be accepted unless they are submitted on the Bid Response Form. Instructions can be found in the Detailed Specifications.

NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a contract pursuant to this RFB, the bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller. This is a central registry for all vendors who do business with New York State agencies and the registration must be initiated by a State agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to vendors for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the bidder is already registered in the Vendor File, the vendor must enter the vendor's ten-digit Vendor ID on the first page of this bid document.

If the bidder is not currently registered in the Vendor File, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form, which will be furnished with the Acceptance of Bid to Contract paperwork.

ADDITIONAL INFORMATION:

The 5JD may request any additional information of the bidder(s) deemed necessary for proper analysis and award determination including, but not limited to, documentation as to the financial stability of the bidder.

BINDING NATURE OF BID/PROPOSAL ON BIDDERS:

All bids/proposals shall remain binding on bidders until such time as the 5JD 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.

RFB PROPOSAL AND DOCUMENT COPIES:

Bidders shall submit all of the required documents noted on the “Document Enclosure Checklist” attached to this RFB. 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. Complete the paperwork on the forms provided with this solicitation unless otherwise specified herein. Bidders are not to retype or amend any portion of this RFB. Failure to comply may result in disqualification.

QUESTION/ANSWER PERIOD:

Any and all questions bidders may have in connection with this solicitation are to be directed by email only to:

Gary M. Gerhardt
ggerhard@nycourts.gov

Please indicate in “Subject” field: **RFB-18-5JD-001 Questions**

All questions regarding this solicitation must be in writing and 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 5JD in connection with this RFB 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.

The deadline to submit questions is Wednesday, December 19, 2018. Questions from all bidders will be compiled and answers will be provided Friday, December 21, 2018 at the Unified Court System website at www.nycourts.gov/admin/bids under “Current Solicitations”, RFB 2018-001 in the Addenda column.

BID SUBMISSION DEADLINE:

Bidders may not submit their bid responses online. Bids must be clearly addressed and submitted to:

NYS Fifth Judicial District Office
Attn: Gary M. Gerhardt
600 South State Street
Suite 300
Syracuse, NY 13202

The bid opening is Friday, December 28, 2018 at 2:00 PM EST. at the agency listed above. Bids must be received and date stamped in by the required date and time. It is the bidder's responsibility to ensure that bids are received by the bid opening team by 10:00 a.m. EST. Any bids received after the required date and time will be not accepted. No exceptions will be made to this rule (ie. postmarks, mail problems, weather, etc.). Bidders are welcome to attend the bid opening.

NO BIDS:

Bidders are requested to email a no bid letter to Gary M. Gerhardt at ggerhard@nycourts.gov or mail the letter to the 5JD, Attn: Gary M. Gerhardt at the above address should they decide not to participate in this RFB.

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

CURRENT EQUIPMENT INVENTORY:

A sample equipment category listing is provided below and is for informational purposes only and is intended to provide the bidder with an idea of the equipment that might be covered under this contract. Also, *please note that the number of units listed on the Required Bid Form is only provided as a representative sample of the of the number of units by category throughout the Fifth Judicial District.*

PLEASE NOTE: THE SPECIFIC EQUIPMENT CATEGORIZATION IS FOR SIMPLIFICATION OF BIDDING AND PRICING ONLY. IT IN NO WAY IS INTENDED AS A LIMITATION ON MAKES OR MODELS OF MACHINES THAT CAN BE COVERED UNDER THIS CONTRACT.

NOTE:

Mileage costs are to be incorporated in the price of the bid maintenance on each category. Additional allowance for mileage costs will not be allowed under any circumstances and will automatically remove a bid from consideration.

SCOPE OF SERVICES TO BE PROVIDED

ESTABLISHMENT OF AGREEMENT FOR PROVISION OF MAINTENANCE SERVICES:

- A. Vendor shall provide on-site full service maintenance of all covered system components, including network client software, operating software, network backbone (cabling and connections), microcomputer workstations, file servers, printers, scanners, and uninterruptible power supplies, at all locations (according to the categories defined later in the DETAILED SPECIFICATIONS) or added at a later date within the identified categories of equipment/software/networks.
- B. The 5JD reserves the right to remove any and all covered equipment from this contract at any time if it is determined to be in the best interest of the 5JD to do so.
- C. The 5JD certifies that, to the best of its knowledge, any items added to this maintenance contract are in full working order at the point that they are added to the contract.

- D. The vendor will be notified no less than five (5) days prior to the addition of an item to this maintenance contract. If the vendor wishes, vendor may (at the vendor's expense) travel to and inspect any items to be added to the contract. If an inspection is not completed within the five (5) day period, the vendor may not reject the addition of an item to the contract.

- E. The 5JD reserves the right to make any desired modifications to covered network backbone and software. The 5JD certifies that any modifications are in full working order, and those modifications automatically become part of the covered network backbone.

- F. Categories may be added to the contract as an Addendum as long as the pricing is agreed upon between the 5JD and the contractor and signed by both parties.

HARDWARE (EQUIPMENT MAINTENANCE)

All network hardware included in the equipment categories (or added at a later time according to the terms described above in the GENERAL SPECIFICATIONS) is to be provided with full on-site maintenance service coverage. The vendor will repair or replace any and all materials that are malfunctioning due to any cause other than intentional misuse by court employees. The vendor will not be responsible for repair/replacement of equipment for damage caused by acts of nature or fire. The vendor will, however, be responsible for repair/replacement of equipment for damage caused by power surges, spikes and brownouts of any origin, as long as the damaged equipment was attached to a surge protector. Repairs will be made such that the equipment is fully and satisfactorily operable at the site. Any replacement equipment must be of comparable or greater capability and value.

All replacements must be approved by the 5JD prior to final acceptance (this does not relieve the vendor of time requirements for the provision of replacement equipment). The equipment must be repaired and configured (all network and operating system software installed and fully operable) as was the original condition of the equipment prior to the occurrence of the service problem. Replacement hard drives must be replaced with hard drives of an equal or greater size than that of the hard drive it is replacing.

The configuration of the covered hardware (and any operating software) will include any of the following categories:

CATEGORY #H1 Microcomputer with Intel Pentium IV or higher compatible microprocessor, PCI and ISA bus compatible with add-in board, up to 8 Gig RAM, floppy drive, hard disk, parallel port(s), serial port(s), mouse port, mouse, USB ports, color display adapter, keyboard, color display(s), CD-ROM and/or DVD player, an ethernet or other type of network interface card(s) as well as any operating system software and any attached peripherals.

CATEGORY #H2 Laptop microcomputer with a Pentium IV or higher compatible microprocessor with up to 8 Gig RAM, floppy drive, hard disk, sound

card with speakers, CD-ROM and/or DVD drive, parallel port, serial port, IR port, rechargeable battery and charging device, pointing device, various PCMCIA devices, PCMCIA network interface card(s), keyboard, color display(s), as well as any operating system software and any attached peripherals.

- CATEGORY #H3 Microcomputer designed and built as a file server, with up to two Intel Pentium IV, XEON or higher compatible microprocessors, with up to 20 Gig RAM, EISA and PCI 32-bit bus compatible with add-in boards, CD-ROM /DVD CD-R, up to 2 SCSI controllers, hot swappable RAID controller, up to 4 terabytes of hot swappable SCSI hard drives, up to 2.88 MB floppy drive, parallel port, serial port, mouse port, mouse, clock, battery, SVGA display, SVGA display adapter, keyboard, backup tape drive, up to 3 network interface card(s) as well as any operating system software.
- CATEGORY #H4 Uninterruptible power supply with up to 600 watt capacity and accompanying cables, software configuration and setup.
- CATEGORY #H5 Uninterruptible power supply with up to 1600 watt capacity and accompanying cables, software configuration and setup.
- CATEGORY #H6 Uninterruptible power supply with up to 2400 watt capacity and accompanying cables, software configuration and setup.
- CATEGORY #H7 Uninterruptible power supply with over 2400 watt capacity and accompanying cables, software configuration and setup.
- CATEGORY #H8 Okidata ML 380, ML 390, Epson LQ570 or similar dot-matrix printer.
- CATEGORY #H9 Personal laser printers (e.g. HP LaserJet 1300, HP LaserJet P1505). Calls that require the replacement of a toner will not incur an additional charge. The court shall provide the toner cartridge.
- CATEGORY #H10 Network printers (e.g. HP LaserJet 4250TN, HP LaserJet P3005X). Calls that require the replacement of a toner will not incur an additional charge. The court shall provide the toner cartridge.
- CATEGORY #H11 HP Color Jet Laser printer (or similar laser printer). Calls that require the replacement of a toner will not incur an additional charge. The court shall provide the toner cartridge.
- CATEGORY #H12 Multifunction Printers (e.g. HP M3035, Brother MFC-8890DW).
- CATEGORY #H13 Computerized cash register receipt printer (similar to Star SP712). Receipt printer category also includes an automatic cash drawer.
- CATEGORY #H14 Computerized cash register validator (similar to Epson TM-U295).

CATEGORY #H15 Personal Scanner (e.g. Kodak ScanMate i1120, Fujitsu ScanSnap S1500).

CATEGORY #H16 Sheet fed Scanner with ISIS and Twain drivers (e.g. Canon DR-6080, Canon DR-3080C II).

CATEGORY #H17 Workgroup Scanner with ISIS and Twain drivers (e.g. Canon DR-7080C).

CATEGORY #H18 Hewlett Packard Digital Sender model 9100 or better.

CATEGORY #H19 Tablet (e.g. Windows Surface Pro 2, Dell Latitude 10 ST2E).

CATEGORY #H20 Flat panel monitor, 15" or greater, connected or not connected to a computer.

NETWORK BACKBONE MAINTENANCE

All network cabling, connectors, terminators, wall placements, jacks, 10/100/1000 BaseT concentrator wiring and installation, and cable, in place at the beginning of the contract (or later added in compliance with the terms set forth in the GENERAL SPECIFICATIONS) may be covered under the terms of the contract. The vendor will repair or replace any and all network connectors, terminators, jacks, cable, etc. that are malfunctioning due to any cause other than intentional misuse by court employees. This will include the replacement of the cabling and/or connectors in the original location at the site. If the vendor needs to replace any network cabling, all *replacement cable must meet the specifications of the original cable*. Any repairs or additions/replacements to a Category 5e or 6, UTP must meet IEEE (Institute of Electrical and Electronics Engineers) standards. Network backbone repairs will be made such that the materials are fully and satisfactorily operable at the network site.

The materials must be repaired to the state of the materials before the service problem occurred.

Network backbone configurations will be arranged according to the following categories:

CATEGORY #B1 10BASET twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) up to 11 nodes.

CATEGORY #B2 10BASET twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 12 to 21 nodes.

CATEGORY #B3 10BASET twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 22 to 50 nodes.

CATEGORY #B4 10BASET twisted pair Ethernet network (using Category 5e or

Category 6 plenum or non-plenum UTP) from 51 to 100 nodes.

CATEGORY #B5 10BASET twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 101 to 200 nodes.

CATEGORY #B6 10BASET twisted pair Ethernet network (using Category 5e or Category 6 plenum or non-plenum UTP) from 201 to 500 nodes.

DESCRIPTION OF SERVICE REQUIREMENTS AND PERFORMANCE COMPLIANCE:

- A. The vendor must at all times deal with any 5JD personnel in polite and respectful manner.
- B. Vendor is to provide a telephone number for the logging of any contractual service calls. The vendor must also provide an e-mail address and be able to accept service calls (and updates) via email. The vendor is to have staff available to respond to either of these methods of logging calls from 8:00 am through 5:00 pm EST, Monday through Friday.
- C. When a request for maintenance service is made, the vendor will be notified by telephone or email (usual method). The vendor will be provided with information regarding the computer or network system requiring service. Information to be provided (to the extent possible) includes 5JD Help Desk Call Tracking Number, location, affected equipment serial numbers (if applicable), equipment descriptions and a description of the problems experienced. *If any of the information listed above is not available, the vendor must still accept the call and respond within the time frames detailed below. Missing information can be provided if needed after the call has been completed.*
- D. All requests for maintenance service are to be initiated with the vendor through the 5JD Help Desk. The vendor is to contact the 5JD Help Desk to establish a formal request for services any time that the vendor receives a problem report directly from a user at any 5JD site.
- E. When the vendor receives a request for services, the following steps MUST be followed:
 - The vendor must provide the 5JD Help Desk with an estimated time of arrival (ETA) of vendor personnel at the site to correct the problem. The vendor must provide this ETA within one (1) hour of the call being logged. Regardless of the ETA provided by the vendor, the response time requirements identified above will apply.

If the vendor will be more than one half (½) hour earlier or later than the

ETA, the vendor must contact the 5JD Help Desk prior to original ETA and provide a new ETA. Regardless of the ETA provided by the vendor, the response time requirements identified above will apply

Upon arrival at a 5JD site to provide maintenance services, the vendor representative must contact the local LAN Coordinator (or designee) and notify that individual that the vendor has arrived and give an overview of the course of maintenance action to be taken. This would include any possible requirement to shut down network or other computer-related operations.

Prior to leaving a 5JD site when providing maintenance services, the vendor representative must contact the local LAN Coordinator (or designee) and provide that individual with information regarding the status of the call. The vendor must also call the 5JD Help Desk (the call can be made on a court telephone, the LAN Coordinator will provide a line out) and give the status of the call. The vendor must make him/herself available to answer any questions posed by the Help Desk staff or the local LAN Coordinator. If the vendor will have to return to the site at a later time, the Help Desk must be provided with an ETA

- F. In the event that any equipment must be removed from a 5JD site for repair, it will be the responsibility of the vendor to provide comparable equipment at no additional cost. Such replacement equipment must be in place and operable in a manner which is simultaneous with the removal of the 5JD equipment. It is the responsibility of the vendor to ensure that any and all software is installed on the replacement equipment (if applicable - including backing up data/programs from old equipment and installing/restoring on replacement), and that the equipment is fully bootable and operable so that the court staff can continue work using the equipment in a normal manner. The vendor assumes full responsibility for any damage inflicted on 5JD equipment while in the possession of the vendor.
- G. In the event that any hard disk or backup tape fails, the vendor is not to remove the hard disk or tape from the site for repair without the express approval of the 5JD Help Desk. In the event that a hard disk or tape needs to be replaced, the vendor may not take the failed hard disk or tape. The failed hard disk or tape must be left at the site and returned to the 5JD Help Desk by court staff.
- H. In the event that replacement parts are required, the vendor agrees to provide any and all replacement parts required to maintain the equipment in a proper, continuous mode of operation without additional cost to the 5JD. Other than with prior approval from the 5JD Help Desk.
- I. The vendor assumes full responsibility for any damage inflicted on 5JD equipment by vendor representatives in the course of providing maintenance/repair services.
- J. If the vendor repairs a device and a subsequent call is placed on that equipment

with a similar or related problem, the 5JD will not be charged for an additional service call.

- K. Any and all travel involved in the provision of maintenance services is wholly included, at no additional cost to the 5JD.

- L. The vendor must certify that any diskettes or tapes used in any 5JD equipment are virus free. The vendor agrees to run a current virus detection program on all 5JD equipment upon completion of maintenance services requiring the introduction of non-court owned media into court equipment. The vendor must certify verbally to the 5JD Help Desk that virus detection programs have been run on any equipment into which the vendor has introduced a diskette, hard disk, cd, or tape.

ATTACHMENT VI

RFB-18-5JD-001

BID RESPONSE FORM INSTRUCTIONS

Attached to this bid package is a Bid Response Form. This form must be used in the preparation and submission of the bid. Additional documentation may be attached, however, the Bid Response Form must be completed and submitted. No bids will be accepted unless they are entered and submitted on the Bid Response Form.

The list is provided for informational purposes only. It is intended to provide the bidder with an idea of the equipment that might be covered under this maintenance contract.

A copy of the current inventory will be provided at the beginning of the contract to the awarded contractor. This inventory will at that time identify the specific contract category of each machine listed. The inventory will then be used for initial bidding purposes. The inventory is not, however, used to determine the bidder's bid or the low bid. The bidder's bid is presented on a category basis as detailed in the below instructions.

The low bid will be determined as the bidder bidding the lowest total cost for coverage of all categories identified above in the detailed specifications. The Bid Response Form instructions will walk bidders through the process of presenting the bid in the proper fashion.

The Bid Response Form consists of one (1) page. The first column of the form lists all of the categories identified above in the DETAILED SPECIFICATIONS.

The following instructions should be followed completing the form.

1. In the unit cost column (labeled "Unit Cost"), enter the annual cost for a single machine of each of the categories identified in each row of the form (Column "Category").
2. Multiply the number in the "Unit Cost" field by the number in the "# of units" column and put the result in the Total column for each item.
3. Sum the costs of the "Total" column at the bottom of the page.
4. Return Attachment VI with the bid package.

BID RESPONSE FORM

CATEGORY	# OF UNITS	UNIT COST	TOTAL
H1	600		
H2	50		
H3	1		
H4	1		
H5	1		
H6	1		
H7	1		
H8	1		
H9	250		
H10	150		
H11	20		
H12	40		
H13	10		
H14	10		
H15	400		
H16	80		
H17	2		
H18	1		
H19	1		
H20	350		
B1	1		
B2	1		
B3	1		
B4	1		
B5	1		
B6	1		
		TOTAL COST	

EXHIBIT 1

FIFTH JUDICIAL DISTRICT COURT LOCATIONS

HERKIMER COUNTY

Herkimer County Office Building & Court Facility

301 N. Washington Street - Herkimer, NY 13350

Little Falls City Court - 659 E. Main Street - Little Falls, NY 13365

JEFFERSON COUNTY

Jefferson County Court Complex - 163 Arsenal Street - Watertown, NY 13601

State Office Building - 317 Washington Street - Watertown, NY 13601

Watertown Municipal Building (Watertown City Court)

245 Washington Street - Watertown, NY 13601

LEWIS COUNTY

Lewis County Courthouse - 7660 N. State Street - Lowville, NY 13367

ONEIDA COUNTY

Oneida County Courthouse - 200 Elizabeth Street - Utica, NY 13501

Oneida County Office Building - 800 Park Avenue - Utica, NY 13501

Oneida County Supreme Court Law Library - 235 Elizabeth Street - Utica, NY 13501

Utica State Office Building - 207 E. Genesee Street - Utica, NY 13501

Utica City Court - 400 Oriskany Street West - Utica, NY 13501

Rome City Court - 100 W. Court Street - Rome, NY 13440

Oneida County Courthouse – Rome - 302 N. James Street - Rome, NY 13440

Oneida County Office Building – Rome - 301 W. Dominick Street - Rome, NY 13440

Sherrill City Court - 373 Sherrill Road - Sherrill, NY 13461

ONONDAGA COUNTY

Onondaga County Courthouse - 401 Montgomery Street - Syracuse, NY 13202

Onondaga County Office Building - 600 S. State Street - Syracuse, NY 13202

Syracuse Public Safety Building - 511 S. State Street - Syracuse, NY 13202

Onondaga County/Syracuse City Criminal Courthouse

505 S. State Street - Syracuse, NY 13202

Hughes State Office Building - 333 E. Washington Street - Syracuse, NY 13202

OSWEGO COUNTY

Oswego County Courthouse - 25 E. Oneida Street - Oswego, NY 13126

Oswego County Public Safety Center - 39 Churchill Road - Oswego, NY 13126

Fulton City Court - 141 S. First Street - Fulton, NY 13069

Conway Municipal Center (Oswego City Court) - 20 W. Oneida Street - Oswego, NY 13126

H. Douglas Barclay Courthouse - 1 Broad Street - Pulaski, NY 13142

New York State Judicial Districts

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CANADA

Quebec, CANADA

Toronto

LAKE ONTARIO

Ontario, CANADA

13th DISTRICT

10th DISTRICT

11th DISTRICT

2nd DISTRICT

1st DISTRICT

12th DISTRICT

3rd DISTRICT

9th DISTRICT

6th DISTRICT

8th DISTRICT

7th DISTRICT

5th DISTRICT

4th DISTRICT