

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
 ADDRESS

Direct Inquiries to: Marie-Claude Ceppi
 E-mail: DFM-Contracts@nycourts.gov

Price to include delivery to (describe exact location and method of delivery) All prices to be net and inclusive of all services specified herein unless otherwise specified.

Bid Number: RFB# OCA/RM-244	Commodity Group:
Opening Date: 10/22/2019 Time: 9:00 am Issue Date: 9/13/2019	Commodity Name: HVAC MAINTENANCE & REPAIRS

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

Agency's Specification of item(s) Required (include quantities)	Bidder's Quotation and Specific Description of Item Offered
UCS ATTACHMENT I, III, and IV ATTACHED & INCORPORATED HEREIN.	ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.

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		NYS Vendor ID Number:	
City	State	Zip	
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number E-mail:	

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DOCUMENT ENCLOSURE CHECKLIST (2 pages)

_____ Exhibit A/ Pricing Sheet: The Exhibit A/ Pricing Sheet **must be fully executed and included** in bidder's proposal. Failure to do so will immediately disqualify bidder's response.

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

- _____ UCS Request for Bid/Proposal Form (rfb1.frm) and complete bid response with original signature
- _____ Attachment I - Standard Request for Bid Clauses & Forms
 - p.3 - Non-Collusive Bidding Certificate
 - p.4 - Corporate Acknowledgment
- _____ Attachment II - Not Applicable
- _____ Attachment III - Vendor Responsibility Questionnaire
 - Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening due date, **or**
 - Paper questionnaire
- _____ Attachment IV - Procurement Lobbying forms
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)
- _____ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see paragraph "Insurance Requirements" for a list of accepted forms.
- _____ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications

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

- _____ List of references
- _____ Bidder's contact information
- _____ Signed Documents Enclosure Checklist
- _____ Proprietary information in separate folder from bid response, if applicable
- _____ Description (with backup documentation) of Bidder's ongoing experience
- _____ Description (with backup documentation) of Bidder's technicians' training and skills.
- _____ Copies of resumes, certifications and licenses if any for all employees assigned to

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the UCS account.
_____ Organizational chart

IMPORTANT

1. 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.
2. Pricing Sheet and the other forms listed above must all have the SAME COMPANY NAME AND TAX ID NUMBER in order for a purchase order or contract to be approved by the NYS Comptroller.
- 3. Do not alter this solicitation in any manner. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFB or to any exhibits or appendices to this RFB, including Exhibit A/Pricing Sheet, may result in the rejection of the bid as non-responsive.**
4. Please note that the terms and conditions of this RFB will form the basis of the contract with the awarded vendor (hereafter "Vendor").
- 5. Please verify that all required documents are included before signing.**

COMPANY NAME:

AUTHORIZED OFFICER'S NAME AND TITLE:

SIGNATURE: _____ DATE: _____

I. PURPOSE AND SCOPE

Maintenance and Repair Services of HVAC

The New York State Unified Court System (hereafter “UCS”) Office of Court Administration (hereafter “OCA”) Office of Records Management (hereafter “ORM”) is soliciting sealed bids to establish a single, estimated quantity term agreement to provide preventive maintenance and repair services of the HVAC /air conditioning equipment (sometimes hereinafter, “Services”) located in the OCA storage space at the Brooklyn Army Terminal (hereafter “BAT”). This equipment consists of:

- Twenty-four (24) 5HP/each Liebert Challenger 3000 Units, Model # BK061G-AAEI
- Eight (8) 15-ton/each Liebert Glycol Dry Coolers, Mod. # PDD-333-A2SS
- Two (2) 10HP/each Skymark Packaged Units, Mod. # VAC-120E34B-B

Bidder’s Experience and Qualifications

Bidder’s response must document its current and ongoing experience in providing the full range of services contained in this RFP’s specifications or the response may be rejected. To be considered, bidder must have been in the commercial HVAC business for a minimum of five (5) years or bidder’s response will be disqualified. UCS reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract.

The response must document that bidder and all its technicians have all the certifications and licenses relating to the performance of the services described herein that, in accordance with current industry standards, are required by all relevant professional organizations and governmental authorities. Bidder must also document that its employees are well trained and thoroughly skilled in the performance of the HVAC services required in this RFB. Bidder shall demonstrate that the technicians who will be performing repairs or replacing major components have a minimum of three (3) years’ experience in the HVAC services required in this RFB. If, during the life of the contract, Vendor assigns new technicians to the OCA/ORM account, Vendor shall demonstrate that each of the newly assigned technician(s) who will be performing repairs or replacing major components has or have a minimum of three (3) years’ experience in the HVAC services required in this RFB.

Bidder shall provide an organizational chart identifying the names and titles of the Account Manager and team members responsible for the Unified Court System’s account. The Account Manager’s business address, phone and fax numbers as well as e-mail address should be provided. For each team member, including technicians, bidder shall list his/her position,

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responsibility, education, certification or license if any, and relevant experience for the past three (3) years. Bidder shall provide copies of resumes, as well as copies of licenses/certifications if any, for each technician assigned to the OCA/ORM account; the awarded contractor (hereafter “Vendor”) shall provide copies of resumes as well as copies of licenses/certifications if any, for those technicians it hires during the course of the contract, who will be assigned to the OCA/ORM account. The OCA/ORM Representative shall have the right to reject any specific technicians whose qualifications and/or work performance he or she determines to be inadequate, both at the start of and during the term of the contract.

II. BID RESPONSE SUBMISSION

Bidder’s Contact Name and Required Information

Bidder shall designate, in its bid response, a staff member as primary contact for all questions UCS/OCA may have regarding bidder’s bid response. Bidder shall include in its bid response all forms and documents listed on the Document Enclosure Checklist.

Packaging, Identifying and Delivering of Bids/Proposals

Bids/Proposals must be clearly addressed and submitted to:

Gabrielle Tanski-Shaver
Principal Court Analyst
NYS Unified Court System
Office of Court Administration
Division of Financial Management
4 ESP – Suite 2001, 19th Fl.
Albany, NY 12223-1450

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

Deliver immediately to Gabrielle Tanski-Shaver
Sealed bid - Do not open
RFB# OCA/RM-244 due 10/22/2019 at 9:00 am.

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Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by 10/22/2019 at 9:00 am at the latest or bids will be declared late bids and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

Do not bind or staple your bid response in any manner. Clips and rubber bands are the only acceptable methods of securing bid responses.

Mandatory Walk-Through and Pre-Bid Conference

A **mandatory pre-bid conference** at the Brooklyn Army Terminal (“BAT”) storage facilities is scheduled on **Wednesday, 10/2/2019 at 10:30 am**. The meeting point is the Brooklyn Army Terminal, Building A, 4th Floor, 140 58th Street, Brooklyn, NY 11220. Bidders should allow approximately three (3) hours for the pre-bid conference, which will include a mandatory walk-through of the BAT facilities immediately followed by a sit-down questions and answers session. This pre-bid conference will be bidders’ last opportunity to raise questions. Bidders will be asked to sign-in. Bidders must attend this pre-bid conference or their bid responses will be disqualified. Please email DFM-Contracts@nycourts.gov to indicate your planned attendance.

Questions

Other than those raised at the mandatory pre-bid conference, questions may be addressed by email only to:

Marie-Claude Ceppi
DFM-Contracts@nycourts.gov

Please indicate in the Subject field of the email “OCA/RM-244 Questions.”
No questions will be accepted after 5:00 pm on 9/25/2019. A written, initial Questions & Answers (Q&A) will be distributed at the mandatory pre-bid conference. Any questions raised at the pre-bid conference and their answers will be incorporated in a revised Q&A which will be sent only to those bidders who attended the mandatory walk-through and pre-bid conference.

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

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No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Gabrielle Tanski-Shaver, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: RFB# OCA/RM-244. No-bid letters may be sent by email to DFM-Contracts@nycourts.gov. Please indicate in "Subject" field: RFB# OCA/RM-244 – No-Bid.

III. AWARD

Term of Award

A single estimated quantity term contract will be awarded for an initial term of 3 years starting on or about January 1, 2020. The OCA/ORM reserves the right to renew for an additional two (2) one (1)-year periods at the same terms and conditions except pricing. The OCA/RM also reserves the right to extend the contract for a maximum of one hundred and eighty (180) days after either the end of the initial term or the end of the first renewal period. The maximum term of the contract will be five (5) years. The original contract and all renewals or the extension are subject to the approval of the NYS Attorney General and the NYS Comptroller.

IV. PRICING AND BILLING

Pricing

MAINTENANCE: Bidder shall quote a MAINTENANCE cost per month, which shall include all parts, labor and repairs as defined under MAINTENANCE in the Technical Specifications. Should any item serviced or replaced by Vendor fail to operate properly within a warranty period, as set forth in the Technical Specifications, repeat service, including corrective parts, materials and labor shall be promptly performed at no cost or expense to the UCS.

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EMERGENCY REPAIRS: Bidder shall quote a cost per man/hour for emergency repairs to be done on any day of the week, including week-ends and national holidays. See EMERGENCY REPAIRS in the Technical Specifications.

REPLACEMENT PARTS: Bidder shall quote its cost per unit for all of the parts listed on the Bid Response Form. The cost for replacement parts, those parts specified in this RFB shall include all charges associated with delivering and installing the parts including, but not limited to shipping and labor.

The OCA/ORM shall not compensate for travel time nor mileage.
Pricing shall be net of taxes (UCS as a State entity is tax exempt).

All prices shall remain **unchanged** throughout the initial 3-year contract period.

Price Adjustments

Pricing shall remain unchanged for the initial three (3) year term of the contract. Pricing shall be subject to increase as of the commencement date of the first Renewal Term only by the percentage equal to the lesser of: (i) the increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. Cities Average; All items; not seasonally adjusted, 1982-1984 = 100 reference base ("CPI") as of the third month prior to the commencement date of such Renewal Term, over the CPI as of the third month prior to the commencement date of the immediately prior term of the Agreement, or (ii) five percent (5%). Pricing shall thereafter remain unchanged for the balance of such term, the second Renewal Term and any extension term, of the Agreement.

Billing and Payments

Vendor shall submit true and accurate invoices to: Jane Chin, Deputy Chief Records Officer, NYS Office of Court Administration, Office of Records Management, 25 Beaver Street, Room-855, 8th Floor, New York, NY 10004. Vendor may send invoices by email to jchin@nycourts.gov or such other person or email address as UCS/OCA shall designate.

Invoices for maintenance shall be submitted on a monthly basis in arrears.

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Invoices for replacement parts and invoices for emergency repairs shall be submitted separately.

Each invoice shall include;

- A copy of the work order (service ticket) signed by the OCA/ORM Representative.
- Itemized work time and date of service with the labor charges (including rates) clearly shown.
- Itemized list of Vendor supplied materials.

Payment shall be made monthly in arrears and shall be made within thirty (30) days of submission by Vendor and approval by UCS of invoices satisfactory to UCS and OSC.

V. METHOD OF AWARD

Bid proposals will be rated on a scale of 0 to 100 points, based on the criteria listed below. Points awarded will be combined to determine the ranking of proposals. A bid award will be made to the qualified bidder receiving the highest aggregate point score. Only proposals received by the bid response submission date and deemed responsive to the requirements of this procurement will be evaluated and scored.

1. Cost (Maximum 50 Points)

The bidder submitting the lowest Grand Total Cost proposal, as indicated in its Pricing Sheet. submittal (Exhibit A), will be awarded 50 points. The remaining bids will be awarded points using the following formula:

$$50 \quad X \quad \frac{\text{Lowest Grand Total Cost}}{\text{Grand Total Cost of bid being evaluated}}$$

2. Technical Qualifications (Maximum 40 Points)

The evaluation of the bidder's technical qualifications will be based on the relevant bid response documents provided by the bidder in its proposal, responses to any clarifying questions or any other criteria stated in the bid. Points will be awarded on a scale of 0 to the maximum points available, as listed in the categories below. The highest rated bidder in each category will receive the maximum points available.

- **Experience** in providing the full range of services contained in this RFP's specifications **(Maximum 10 Points)**
- **Service Qualifications**, including, training, skill and expertise of bidder's technicians/service providers **(Maximum 10 Points)**
- **Organizational Capacity**, including, number of personnel available to perform services **(Maximum 10 Points)**
- **Account Servicing Capability**, including qualifications of the account manager and staff **(Maximum 10 Points)**

3. References (Maximum 10 Points)

Evaluation of reference responses regarding the quality of the services provided by the bidder. Points will be awarded on a scale of 0 to the maximum points available. The highest rated bidder will receive the maximum points available.

VI. DETAILED SPECIFICATIONS

Work Orders

After completing each inspection, maintenance, and/or repair call, the Vendor shall submit to the OCA/ORM Representative a work order stating the unit(s) information (model and serial numbers, manufacturer, location) and shall provide an itemized listing of all parts replaced, the number of man/hours worked, and any other information pertinent to the proper maintenance of the system. (See "Payment" below).

Subcontracting

Subcontracting and any other transfer of any duties or obligations to be performed hereunder will be permitted only with the prior written consent of UCS to the proposed subcontractors. In the event that bidder proposes to use one or more subcontractors, the specific subcontractors and the services proposed to be performed by such subcontractors, must be listed in bidder's proposal. If a bidder that proposes to use one or more subcontractors is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the bidder's proposal.

The Awarded Contractor will be the prime contractor and will be responsible for all services required by this RFB/RFP. The UCS will communicate only with Awarded Contractor and the Awarded Contractor shall remain wholly liable for the performance by and payment to any such subcontractors, their employees, agents, consultants or representatives.

Safety

The Vendor shall warrant that the machinery, equipment and other materials required for the performance of the services specified herein comply with all provisions of the Occupational Safety and Health Act in effect at the time service and/or repairs are performed. The Vendor shall also warrant that each and every chemical substance contained in the products/parts used comply with the Toxic Substance Control Act (PL94-469) in effect at the time of service/repairs. The Vendor further warrants that all materials required for the performance of the contract that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order, will be packaged, labeled, marked and shipped in compliance with all applicable laws and regulations, including but not limited to those specified above.

Performance of Services

1. All work shall be installed complete in place, mounted-in correct position, connected or applied, where applicable, and fully adjusted and in operating condition. Services shall be performed to the satisfaction of UCS in a professional and workmanlike manner consistent with industry standards and any applicable codes, rules or regulations.
2. Absolutely no asbestos containing material shall be used in conjunction with the performance of Services.

3. Vendor shall confine operations at the site to areas necessary to perform Services, and shall maintain suitable, adequate and lawful barricades, guard lights, warning and all safeguards, to protect all property and personnel, public or private.
4. Vendor at all times shall keep its work area free from accumulation of waste materials or rubbish caused by its operations. Vendor shall not unreasonably encumber the work area with any materials or equipment and shall take all necessary precautions to ensure against fire or other casualty during performance of Services.

Removal of Hazardous Materials

Vendor shall, at no additional cost to UCS, be responsible for cleaning, removing and disposing of all Hazardous Materials, toxic substances, pollutants, contaminants or wastes related to the operation and maintenance of the HVAC system. As used in this paragraph, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is regulated, or becomes regulated, by the United States Government (or by any State, local, or other governmental authority) and may include, but shall not be limited to, refrigerants, oils, lubricants, glycol, freon, cleaning products, solvents, brazing, brazing fumes, solders, and any mold and microbiological organisms or agents of any kind, whether organic or inorganic, encountered in the process of maintaining and repairing the HVAC system. Vendor will be responsible for obtaining and maintaining throughout the contract term any certifications or licenses that may be required by any state, federal or local authorities to remove and dispose of such materials.

Awarded contractor shall be required to remediate, remove and/or dispose of insubstantial amounts of asbestos or suspected asbestos which must be addressed in order to perform required preventative or corrective maintenance services. Such remediation and/or removal/disposal shall be at no additional cost to UCS. The awarded contractor must be licensed by the New York State Department of Labor to remove and dispose of asbestos. If not certified and licensed to remove asbestos, the awarded contractor is responsible to have the any required work done by a duly certified and licensed subcontractor. Awarded contractor must promptly notify UCS if any asbestos or suspected asbestos must be removed or remediated, and shall not proceed without written approval of UCS.

Cleaning

Upon completion of a regular maintenance call or repair service, the Vendor shall leave the work area broom-clean and free of all materials, debris and equipment. In addition, the Vendor shall,

at no additional cost to UCS, dispose of all parts, materials and other substances, if any, removed or replaced in the performance of maintenance service and repairs.

Damage to Existing Property

Vendor shall be liable to UCS for damage to property, including, but not limited to records of the OCA/ORM stored at the BAT, and injury to persons caused by the negligence of contractor or of persons under its direction and control. Contractor shall restore any damage caused as a result of the performance of Services. In addition to any other legal remedies available to UCS, if the Contractor fails to clean up or restore any such damage, UCS may do so and the cost thereof shall be charged to the contractor and, at the option of UCS, set off against any moneys owed by Owner to Contractor.

Warranties

Upon completion of maintenance service or repairs, the Vendor shall warrant that the unit shall operate at maximum efficiency, that labor shall be warranted for a one (1) year period from the date the maintenance and/or repairs are performed and that all parts and equipment shall be warranted for a ninety (90) day period after the maintenance and/or repairs are performed or for the manufacturer's warranty, whichever is longer. The warranty for compressors shall be five (5) years. The Vendor shall perform all such repairs to parts and equipment under both standard and extended manufacturer's warranties at no additional cost to OCA/ORM, both during the contract term and after the contract has expired, if such warranties are still in effect. Any manufacturer warranties for parts replaced by the Vendor shall extend to UCS.

All parts shall be covered by their manufacturer's warranty (see "Warranties."). The Vendor shall provide and replace all parts, materials, supplies and lubricants conforming to the manufacturer's part number and instructions. All replacement parts shall be new, "OEM" original manufacturer parts, or if not available, of equal or better quality than the original parts, and shall be wholly compatible with the HVAC system and shall not in any manner be contrary to the manufacturer's specifications for the HVAC system components.

Unforeseen Events

Bidder must indicate in its proposal its procedures regarding the provision of services during a labor strike, a national emergency or disaster, a fire or other natural disaster.

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UCS Responsibilities

The OCA/ORM shall promptly notify the Vendor of any unusual operating conditions.

Storage space will be provided at the BAT for parts, tools and equipment belonging to the Vendor, at the discretion of UCS. Vendor shall not keep any flammable, toxic or Hazardous Materials in storage area. UCS shall not be responsible for any items or materials stored in such storage area.

An OCA/ORM Representative must be on site at the time service and/or repairs are performed by the Vendor and technicians will be required to check in and out of the facilities with the OCA/ORM Representative.

EXHIBITS

EXHIBIT A/PRICING SHEET

EXHIBIT B/SCOPE OF SERVICES

VII. The RFB/RFP PROCESS: GENERAL SPECIFICATIONS

Note to Bidders

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

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

2. Attachment III - Vendor Responsibility Questionnaire

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

The UCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete a paper questionnaire and submit it with their proposal.

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us/Enrollment/login>. Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed 'New York State Vendor File Registration' for instructions on obtaining a Vendor

Identification Number.) For VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFB/RFP. Bidders' authorized signature of the RFB/RFP form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

Paper Questionnaire: Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

3. New York State Vendor File Registration

Prior to being awarded a contract pursuant to this solicitation, the bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the OSC. 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 (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the awarded contractor. Once the process is initiated, awarded contractor will receive an e-mail identifying their unique ten-digit Vendor

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ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website:

http://www.osc.state.ny.us/vendor_management/.

Online RFB/RFP Package: Disclaimer

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

Bid Response/Proposal: Original and Copies

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3, 4, of 10; Attachment III - Vendor Responsibility Questionnaire (questionnaire may be filed electronically with OSC); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420 and Affirmation of Understanding and Agreement UCS 421; proof of Workers' Compensation and Disability Benefits insurance coverage (See "Insurance Requirements"); and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist. Complete the paperwork on the forms provided with this solicitation unless otherwise requested. Do not retype or amend any portion of this solicitation. Failure to provide all original documents and the requested number of copies may result in disqualification of a bidder's response.

NYS OGS General Specifications

New York State Office of General Services (NYSOGS) General Specifications (May 2015) are incorporated herein by reference, except to the extent any provision thereof is not applicable to UCS. Any reference in the NYSOGS General Specifications to 'Commissioner' shall be deemed to refer to the Chief Administrator of the Courts or the designee of the Chief Administrator. In the event of any conflict or express or implied ambiguity between this solicitation document, including attachments hereto, and the NYSOGS General Specifications, this solicitation

document shall take precedence. The NY SOGS General Specifications are available at:
<http://www.ogs.ny.gov/purchase/spg/pdfdocs/CL815.pdf>.

Binding Nature of Bid/Proposal on Bidders

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

Estimated Quantities

Any quantities specified in this solicitation constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied.

Compliance with Laws

Awarded contractor(s) must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to, fire, health and safety codes, prior to and during the provision of all services under the contract resulting from this RFB/RFP.

Independent Contractor Status

It is expressly understood and agreed that the awarded contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the awarded contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to,

unemployment and Workers' Compensation insurance of the awarded contractor or any of its employees or subcontractors.

Rejected and Unacceptable Bids/Proposals

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations, (as contracting party, 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, who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect, or who are found to be non-responsible based on any of the criteria specified in the section headed 'Responsible Bidder'.

UCS also reserves the right to reject any bidder: (i) whose facilities and/or resources are, in the opinion of OCA, inadequate, too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

Responsible Bidder

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

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, UCS 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 UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS'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 UCS to seek or allow clarifications or corrections as provided for herein.

References

Each bidder must provide at least three (3) references, other than UCS, including the company/agency name, complete address, contact name, title, telephone number and email address, for whom the bidder has provided similar services at any time during the past three (3) years.

Indemnity

Awarded contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney's fees and the cost of legal defense) which UCS may incur by reason of: (i) awarded contractor's breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of awarded contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) awarded contractor's performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

Unified Court System Self-Insurance

UCS, a New York State governmental entity, is self-retained for risk of loss and liability.

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:

1. 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 <http://www.wcb.ny.gov> under "Forms" 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) 462-8882

(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 Benefits Coverage.

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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 that have a space for a certificate holder to be listed, the carrier must enter:

NYS Unified Court System
Office of Court Administration
25 Beaver Street, Room 850
New York, NY 10004

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

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

For additional information regarding worker's compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at: <http://www.wcb.ny.gov> under "Employers/Businesses."

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

Bodily Injury and Property Damage	\$1 million, per occurrence, \$2million, aggregate
Personal Injury and Advertising:	\$1 million aggregate
Contractual and Products/ Completed Operations	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

Commercial General Liability insurance coverage shall be obtained from commercial insurance carriers licensed to do business in the State of New York.

Confidentiality

Bidder acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the bidder by the court, or which may be otherwise encountered by bidder shall be considered extremely confidential and shall be handled accordingly at all times. Neither the bidder nor any of its employees, servants, Contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of UCS. Any breach of this confidentiality by the bidder or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by UCS and may subject the bidder to further penalties.

Awarded contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the records.

Confidential/Proprietary Information

If applicable, bidders should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and must provide justification why such material, upon request, should not be disclosed to parties other than UCS. Bidders are advised that any material deemed confidential by bidder may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

Financial Stability

Upon request by UCS, bidder shall provide its audited financial statements prepared in accordance with GAAP-Generally Accepted Accounting Principles for the past three (3) consecutive years and a copy of its last three (3) annual reports.

Termination

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the awarded contractor both being declared non-responsible by the UCS/UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and in the contractor's removal from the UCS/UCS/OCA's bidders list for future solicitations.

Implied Requirements

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

Silence of the Specifications

The apparent silence of the specifications contained as 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.

EXHIBIT A/PRICING SHEET (3 pages, pp. 26, 27, 28)

Do not alter this Pricing Sheet in any manner. Any changes, deletions, or additions may result in the rejection of the bid as non-responsive.

A. MAINTENANCE COST

	Cost per month	X Time period	= Initial 3-year cost
A.	\$ _____	36 months/3 years	= \$ _____

B. EMERGENCY REPAIRS (LABOR) COST

	Cost per man/hour	X Time period	= Initial 3-year cost
B.1. Mo-Fri 24hours a day	\$ _____	3 hours	= \$ _____
B.2. National holidays, Saturdays & Sundays 24 hours a day.	\$ _____	3 hours	= \$ _____
B. Total emergency repairs (labor) cost (B1. + B2.)			= \$ _____

C. REPLACEMENT PARTS COST

C.1. 5HP-Liebert Challenger 3000 units, model# BK061G-AAEI

Part name	Cost per unit	X Estimated quantity over 3 years	= Total cost
Bearing/shaft	\$	24	\$
Belt pulley	\$	24	\$
Circuit conductor	\$	1	\$
Compressor	\$	1	\$
Condenser fan motor	\$	8	\$

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Condensate pump	\$	6	\$
Control circuit board	\$	1	\$
Evaporator Coil	\$	2	\$
Evaporator fan motor	\$	3	\$
Fan blower	\$	5	\$
Fan housing	\$	5	\$
Fly-wheel	\$	8	\$
Heating coil element	\$	1	\$
High pressure cut off switch	\$	5	\$
Humidifier lamp	\$	1	\$
LCD display board	\$	1	\$
Low pressure cut off switch	\$	5	\$
Motor mount	\$	1	\$
Pressure gauge	\$	5	\$
Return air sensor	\$	5	\$
Solenoid valve	\$	5	\$
Suction line valve	\$	5	\$
Transformer	\$	1	\$
Thermometer	\$	5	\$
TXV expansion valve	\$	8	\$
Water regulating valve	\$	5	\$
Water vent 75 PSI Valve	\$	6	\$
Wet switch	\$	1	\$
C.1. Total price			\$

C.2. 15 ton-Liebert Glycol Dry Coolers, model# PPD-333-A2SS

Part name	Price per unit	X Estimated quantity over 3 years	= Total cost
Bearing/shaft		8	\$
Belt pulley		8	
Circuit conductor		3	
Circulation pump		2	
Dry cooler motor		2	
Expansion tank		2	

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Fan blower		3	
Fan housing		3	
Fly-wheel		8	
Motor mount		1	
Transformer		1	
C.2. Total 3-year cost			\$

C.3. 10HP-Skymark Packaged Units, model# VAC-120E34B-B

Part name	Cost per unit	X Estimated quantity over 3 years	= Total cost
Bearing/shaft		4	
Belt pulley		4	
Circuit conductor		4	
Compressor		4	
Condenser motor		2	
Contact switch		3	
Fan blower		1	
Fan housing		1	
Fly-wheel		3	
Motor mount		1	
Transformer		1	
C.3. Total 3-year cost			\$
Total 3-Year Cost For C. Replacement Parts (C.1 + C.2 + C.3)			\$

3-YEAR GRAND TOTAL COST Sum of A. + B. + C.	\$ _____
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Bidder's Name: _____

Authorized Officer's Name: _____

Signature: _____ **Date:** _____

EXHIBIT B/SCOPE OF SERVICES

Maintenance services to be performed by Vendor shall include parts (chargeable at the pricing set forth in bidder's Bid Response Form), labor and all consumable items required to perform preventive maintenance and maintain the HVAC equipment in proper working order, including, but not limited to belts, filters, hoses, oils, lubricants and refrigerants, as well as all consumables listed below, items 1 through 18.

MAINTENANCE services shall also include, checking, testing, cleaning, lubricating, replacing or installing any HVAC component, unit, piping, insulation, duct work, belts, control system, wiring to main panels, conduit, cooling towers, filters and any other ancillary equipment associated with the complete HVAC system.

Vendor shall promptly notify OCA/ORM of any problems preventing the HVAC equipment from operating properly and/or requiring corrective repairs. Non-scheduled corrective repairs shall be performed only upon the written consent of OCA/ORM.

For non-emergency replacement of a part or parts and/or repair(s) to the equipment between scheduled MAINTENANCE dates, such replacement of a part or parts and/or repair(s) shall be performed at the next scheduled MAINTENANCE. Should any parts be needed that are not covered under MAINTENANCE, they shall be charged according to the provision described in the previous paragraph.

Vendor shall perform the specific preventive and corrective maintenance services described below:

Inspection of the air conditioning system for preventive and corrective maintenance shall be performed on a monthly basis, approximately every four (4) weeks; the interval between inspections must be a minimum of three (3) weeks but shall not exceed five (5) weeks. Monthly maintenance will include, but not be limited to the following:

1. Inspecting, detecting and repairing refrigerant gas (freon), glycol, and water leaks.
2. Recharging with refrigerant gas (Freon) when needed.
3. Replacing, partially or totally, any and all refrigerants and glycol.
4. Maintaining and repairing extended water and glycol lines when necessary.
5. Maintaining adequate lubricant levels in all equipment and all moving parts, including but not limited to fans, bearings, belts, linkages, valves, etc. Checking the performance of all components including the safety controls and operating pressure. Recording operating pressures and cooling temperatures variants.
6. Checking and/or replacing belts and hoses. Belts must be checked for proper tension and line.

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7. Checking the performance of all components, including the safety controls and operating pressure. Recording operating pressures and cooling temperatures variants.
8. Providing and installing all new air filters and hi-efficiency, pleated, filters for all A/C units and dry coolers, as well as providing and replacing any other materials necessary to the proper functioning of the filters. There shall be no limitations to changing filters. Filters for glycol units must be changed at least monthly. The HVAC filters shall be changed as needed.
9. Checking and adjusting blower components.
10. Checking heat lamps for proper operations.
11. Cleaning of evaporator and/or condensing coils.
12. Cleaning units coils and air handlers when necessary.
13. Cleaning drip pans, existing ducts and grills, as well as any clogged lines.
14. Chlorine tablets shall be added, as required, to all HVAC systems.
15. Seasonal changing-over of cooling and heating elements and systems: checking the entire air conditioning system to make it operative for the summer; switch to heating cycle for the winter as well as drain water from the system and pump down refrigeration cycle so as to store refrigerant in appropriate receivers.
16. Maintaining all electrical equipment, including checking the electrical wiring, terminals, contacts and controls, and all thermostats, and maintaining water supply and drainage fixtures and equipment, that are part of the HVAC system.
17. Checking motor amperages to avoid overloads.
18. Repairing, replacing and calibrating pneumatic (switching gages for pumps) controls.

EMERGENCY REPAIRS are defined as those repairs to address an equipment and/or system failure that compromises the safety and integrity of Court records. The Vendor's technician(s) must be on site at the BAT within three (3) hours of having received the call from OCA/ORM, any day of the week, including week-ends and holidays, 24 hours a day.

The Vendor shall provide the OCA/ORM with a toll-free telephone number to call for repairs and emergency services, twenty-four (24) hours a day, seven (7) days a week. The OCA/ORM Representative will be entitled to request a free estimate of the repairs required or recommended, and he/she will be required to approve all necessary repairs before they are made. If any of the replacement parts listed below are needed in an emergency repair, the actual time to install such part(s) will not be included in the time charged to UCS under EMERGENCY REPAIRS, as the part(s) price quoted includes shipping and installing.

LIST OF EQUIPMENT

- Twenty-four (24) 5HP/each Liebert Challenger 3000 Units, Model # BK061G-AAEI

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- Eight (8) 15-ton/each Liebert Glycol Dry Coolers, Mod. # PDD-333-A2SS
- Two (2) 10HP/each Skymark Packaged Units, Mod. # VAC-120E34B-B

REPLACEMENT PARTS

The list of parts includes, but may not be limited to, the parts listed below for each equipment model. **The quantities are estimated quantities of parts needed over the initial three-year term of the contract.**

Part name	5HP-Liebert Challenger 3000 units, model# BK061G-AAEI	15 ton-Liebert Glycol Dry Coolers, model# PPD-333-A2SS	10HP-Skymark Packaged Units, model# VAC-120E34B-B
	Estimated quantities	Estimated quantities	Estimated quantities
Bearing/shaft	24	8	4
Belt pulley	24	8	4
Circuit conductor	1	3	4
Circulation pump		2	
Compressor	1		4
Condenser fan motor		8	2
Condenser motor		8	2
Condensate pump	6		
Contact switch			3
Control circuit board	1		
Dry cooler motor		2	
Evaporator Coil	2		
Evaporator fan motor	3		
Expansion tank		2	
Fan blower	5	3	1
Fan housing	5	3	1
Fly-wheel	8	8	3
Heating coil element	1		
High pressure cut off switch	5		
Humidifier lamp	1		
LCD display board	2		
Low pressure cut off switch	5		
Motor mount	1	1	1
Pressure gauge	5		

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Return air sensor	5		
Solenoid valve	5		
Suction line valve	5		
Transformer	1	1	1
Thermometer	5		
TXV expansion valve	8		
Water regulating valve	5		
Water vent 75 PSI Valve	6		
Wet switch	1		