

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
Contracts & Procurement Unit
25 Beaver Street, 8th Floor
New York, NY 10004
(Agency Name and Address)

Direct Inquiries to: Marie-Claude Ceppi
E-mail: mceppi@courts.state.ny.us

DELIVERY: ALL PRICES TO BE NET AND INCLUSIVE OF ALL SERVICES SPECIFIED HEREIN UNLESS OTHERWISE SPECIFIED HEREIN.

Bid Number: OCA/DCAJ-181 Issue Date: 01/16/2012	Commodity Group:
Opening Date: 02/09/2012 Time: 3:00 pm	Commodity Name: NYC RECORDS STORAGE & RELATED SERVICES

Agency's Specification of item(s) Required (include quantities) <u>UCS ATTACHMENTS I, III, AND IV ARE MADE A PART AND INCORPORATED HEREIN</u>	Bidder's Quotation and Specific Description of Item Offered BIDDERS ARE TO SUBMIT ALL REQUIRED DOCUMENTATION AND PRICING IN THE FORMAT PRESCRIBED BY THE ATTACHED RFB/RFP SPECIFICATIONS.
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NOTICE TO BIDDERS

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

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

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

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

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

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

BIDS MUST BE SIGNED

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

DOCUMENT ENCLOSURE CHECKLIST

____ Fully executed Pricing Sheet: **The Bid Response Form must be included in bidder's response or it will be disqualified.**

The following documents must be fully executed and included in bidder's response. Failure to do so (including failure to provide the requested number of copies) may disqualify bidder's response:

- ____ UCS Request for Bid Form with original signature
- ____ Attachment I - Standard Request for Bid Clauses & Forms
 - p.3 - Non-Collusive Bidding Certificate
 - p.4 - Corporate Acknowledgment
- ____ Attachment III - Vendor Responsibility Questionnaire
 - paper questionnaire or
 - questionnaire file online via OSC VendRep System
- ____ Attachment IV - Procurement Lobbying Forms
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)
 - Termination Clause (UCS 423)
- ____ Certificate of NYS Workers' Compensation Form (C-105.2) and Certificate of NYS Disability Benefits Insurance Form (DB-120), or the appropriate form showing proof of exemption. See the Workers' Compensation website for further information in obtaining these documents from your insurance carrier: www.wcb.state.ny.us.
- ____ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications
- ____ Proof of at least three (3) years of experience providing similar service as required by the bid specifications (see - Qualification of Bidders).
- ____ List of at least three (3) references, governmental and/or private entities, with names, contacts, addresses, phone numbers, emails
- ____ Database Sample Page
- ____ Description of Storage Facility, including evidence of control
- ____ Disaster and Recovery Plan
- ____ Original bid response + five (5) complete copies

NB: There is no Attachment II

To be complete, a bidder's bid response must include ALL the above documents. This RFB/RFP Form must be submitted, executed where indicated below. 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.

GENERAL SPECIFICATIONS

I. The RFB/RFP Process

Note to Bidders

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

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

2. Attachment III - Vendor Responsibility Questionnaire

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

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 and submit a paper 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/vendor_index.tem or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Unified Court System or the Office of the State Comptroller's Help Desk for a copy of the paper form.

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

Online RFB/RFP Package : Disclaimer

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

Bid Response/Proposal: Original and Copies

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

Packaging, Identifying and Delivering of Bids/Proposals

Bidders may not submit their bid/proposal responses online.

Bids/Proposals must be clearly addressed and submitted to:

Marie-Claude Ceppi
Management Analyst
Office of Court Administration
25 Beaver Street Room 840
New York, NY 10004

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

“Deliver immediately to Marie-Claude Ceppi”

“Sealed bid - Do not open”

”OCA/DCAJ-181 due February 9, 2012

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 February 9, 2012 at 3:00 pm at the latest or bids will be declared a “late bid” and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Marie-Claude Ceppi, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: OCA/DCAJ-181.

Questions

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

Mceppi@courts.state.ny.us

Please indicate in "Subject" field: OCA/DCAJ-181 Question(s)

The deadline to submit questions is January 27, 2012 before 5:00 pm. A Questions & Answers (Q&A) sheet will be posted on the UCS website at www.nycourts.gov/admin/bids in the Addenda column for the appropriate solicitation and mailed to the bidders list a couple of days after this deadline.

IMPORTANT: 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 UCS/OCA in connection with this RFB/RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its proposal.

Binding Nature of Bid/Proposal on Bidders

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

References

Bidders must submit with their bid response the names of at least three (3) client references (private, or governmental entities other than UCS) for whom bidder delivered similar services in the past **three (3)** years, including contact persons, telephone and fax numbers, email addresses, and size of account .

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.

Qualification of Bidders

Bidders must submit with their bid response information pertaining to the organization which demonstrates its experience and competence in the conduct of service comparable in nature, volume, and scope to that described in the solicitation. Vendor must have a minimum of three (3) years experience in providing such services.

Bidders must have current storage facilities to adequately address the scope of need specified herein. The storage facilities must be compliant with all requirements of these bid specifications, including but not limited to those listed on pages 10 and 11. Bidders must be able to demonstrate that they own, lease or

otherwise control the facilities and that they have such control for the initial contract term of five-years and the two five-year optional renewal terms covered by this solicitation.

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 bid/proposal from any bidder who is in arrears to the State of New York upon any debt or in the performance of any contract; or who has previously defaulted on any contractual obligation, (as vendor, surety or otherwise), or other obligation to the State of New York; or who has been declared not responsible or disqualified by any agency of the State of New York; or who has any proceeding pending against them relating to the responsibility or qualification to receive or perform public contracts; or whose proposal is incomplete in any material respect .

OCA 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.

Implied requirements

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

Silence of specifications

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

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

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.

Confidential/Proprietary Information

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 OCA/DCAJ, except 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.

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/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/OCA's bidders list for future solicitations.

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.

Financial Stability

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

Insurance Requirements

Awarded contractor(s) shall be required to maintain during the term of the contract, at their own cost and expense:

1. Workers' compensation and disability benefits insurance coverage as required under NYS law. Each bidder 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. Bidder 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. Please refer to the Document Enclosure Checklist for the Workers' Compensation Form

numbers. A manual listing required forms and procedures may be obtained on the Workers' Compensation Board website at: <http://www.wcb.state.ny.us/content/main/Employers/IM.pdf>. Bidders without web access may contact the Workers' Compensation Advocate for Business office at (800) 628-3331 for additional information. Please note that an ACORD Certificate of Insurance is NOT acceptable proof of New York State workers' compensation or disability benefits insurance coverage. Only the proper forms as prescribed by the NYS Workers' Compensation Board shall be acceptable.

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, \$2 million, aggregate
Personal Injury and Advertising:	\$1 million aggregate
Contractual and Products/ Completed Operations Liability	\$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 and shall name UCS as an additional insured or loss payee as appropriate, and shall provide for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal.

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 the OCA. 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 the OCA 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.

Subcontracting

Subcontracting and any other transfer of any duties or obligations to be performed hereunder is prohibited, except that subcontracting will be permitted, but only with the prior written consent of UCS to the proposed subcontractors, for: (i) pick-up and delivery services by duly licensed and insured common carriers or nationally recognized courier services or (ii) document destruction by a qualified document destruction service or (iii) disaster recovery record restoration services by a vendor with a proven track record in the field of record restoration. In the event that bidder proposes to use one or more subcontractors for any of these services, the specific subcontractors must be listed in bidder's proposal. If the pick-up and delivery subcontractors are common carriers, proof of the subcontractor's license and insurance coverage must be submitted with the proposal. If a bidder that proposes to use one or more subcontractors for such services 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.

Estimated Quantities

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

II. RFB # OCA/DCAJ-181

Purpose & Scope

The NYS Unified Court System, Office of Court Administration (hereafter "UCS/OCA") is soliciting sealed bids on behalf of the five New York City County Clerks and other courts or judicial offices for the purpose of awarding a single, five (5) year contract to provide the following services for court operations in New York City:

- Item 1:** Storage of approximately two hundred eighty-five thousand six hundred (285,600) cartons currently stored in New York City.
- Item 2:** Pick-up, transportation and storage of approximately forty-six thousand one hundred (46,100) cartons during the first twelve months of the contract and an average of twelve thousand six hundred (12,600) cartons per year for the next four (4) years of the contract, from seventeen (17) court/office locations/addresses servicing fourteen (14) different courts and agencies throughout the five (5) New York City Boroughs (Bronx, Queens, Kings, New York and Richmond), as needed.
- Item 3:** Re-preparation of approximately fourteen thousand two hundred and eighty (14,280) cartons

- Item 4:** Retrieval (pulls) and delivery of specified files/records and cartons upon request. Requests will be placed as needed but not more than once a week per court or location. Return of files/records and cartons for Interfile.
- Item 5:** Additions to Previously Stored Cartons (Interfiles)
- Item 6:** Availability of computerized inventory preparation / manifest.
- Item 7:** Destruction of documents upon approved request of the court
- Item 8:** Preparation of on-site materials/cartons for transfer at contract's end.

Contract Period

The term of the contract resulting from this RFB and award shall be for a period of five (5) years. It is estimated that the contract will commence on April 1, 2012.

Renewal Periods

The UCS/OCA shall have the option to renew this awarded contract for two (2) additional five (5)-year periods (Renewal Terms) upon the same terms and conditions as the original contract, except for the prices.

The Renewal Terms shall be subject to the approvals of the NYS Attorney General and the NYS Comptroller.

Pricing

All pricing submitted pursuant to this Request for Bid (RFB) shall be net and include all costs for the performance of the services described herein (physical and administrative) except if specifically stated otherwise herein. Additionally, pricing shall be submitted only on, and in the form prescribed by, the Bid Response Form. The UCS will not accept any requests for price increases during the initial five (5)-year term of the contract; prices bid shall remain firm during this initial term. Prices may be increased for each renewal term. Any such price increase shall not exceed the percentage change in the Consumer Price Index for all Urban Consumers - New York-Northern NJ-Long Island (Index 1982-1984 = 100) ("CPI")- NSA (Not Seasonally Adjusted) over the CPI as of the commencement date of the immediately preceding contract term, subject to a maximum increase of ten percent (10%) per renewal term. Compensation shall thereafter remain fixed for the balance of such renewal term.

Contractor shall deliver written notice to UCS/OCA of any proposed price increases not less than ninety (90) days prior to the scheduled commencement date of any renewal term. The notice must contain proper documentation supporting any such price increases.

Method of Award

A single contract will be awarded to the lowest cost, responsible bidder determined to be in compliance with this RFB and specifications.

Determination of Lowest Cost

Lowest dollar cost is defined as the lowest total cost of all estimated services to be performed for the initial five (5) year term of the contract, as indicated by bidders in the Bid Response Form. In the event of a bidder miscalculation, unit price(s) shall prevail and UCS reserves the right to make mathematical corrections based on unit price(s.)

Proration of Charges for Inventory on Hand

Awarded vendor shall bill the UCS on a monthly basis in arrears for the actual number of cartons in storage on the last business day of the month. The charge for cartons in storage less than the full month will be prorated based on the number of days in the month that the carton is in storage. If an entire carton is retrieved and returned to a court/location, the storage fee will apply only for the portion of the month that the carton is actually in storage, including the date of delivery to the court/location. If files, notes or documents are removed from a carton, but the carton contains additional files, notes or documents and remains in storage, the storage fee for the carton will apply for the entire month.

Inspection of bidder's/contractor's facility

For purposes of bid evaluation, bidder's proposed storage facilities shall be available for inspection. Subsequent to award, contractor's facilities must be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate court personnel.

Storage Facility Description

Bidder must include in its bid a narrative description of its intended storage facility addressing the requirements and specifications contained in the Detailed Specifications of this RFB, including but not limited to those listed on pages 10 and 11.

Disaster and Recovery Plan

Bidder must have a disaster and recovery plan that includes restoration services at no cost to UCS for any UCS/DCAJ records that suffer water damage or other damage while in possession of contractor or any of its subcontractors. Restoration is defined as either restoring records to their original paper format condition or preserving the records' information so that the records could be "restored" in a scanned or film format. Please note that original wills must by law be restored in paper format. A description of the plan must be included in bidder's proposal.

UCS Records Management Policies

The UCS Records Management Policy #1 (May 7, 1990) (Exhibit 1) is attached and incorporated herein. The awarded contractor must comply with Policy #1, as well as with any of the other UCS records management policies now enacted or hereafter amended or adopted. All Records Management policies are available at www.nycourts.gov/admin/recordsmanagement under the respective policy numbers.

Material Handling Equipment

Contractor will be fully responsible for providing any and all material handling equipment (i.e. handcarts, platform dollies, pallets, etc.)

UCS Records/Material

All records and materials described herein, including but not limited to, files, notes, cartons, documents, etc., are the official property of the New York State Unified Court System (UCS) and shall remain so.

Any and all such records and material shall be immediately produced upon demand notwithstanding any issue which may be in dispute between UCS and the contractor and at such charges specified in the award and resulting contract.

Please note: The court cartons, files, etc. are official and confidential court documents which shall at all times be handled and treated as such.

Transport From Current Storage Facility to Awarded Contractor's Facility

The transport of materials from the current storage facility to the newly awarded contractor's facility is not included in this bid. There will be a separate bid for this transportation. **It is estimated that the awarded vendor will receive the inventory from the current storage facility at the industry-standard rate of five thousand (5,000) cartons per week over a period of approximately fifty-seven (57) weeks from the start date of the contract.**

Cartons

All required cartons will be supplied by the respective NYC locations and shall remain the property of the UCS and the respective court. The cartons measure approximately: 15" W X 12" L X 10" H (one cubic foot - standard "bankers box.") Awarded contractor shall be responsible, at its own cost, for replacing any cartons damaged while in possession of contractor or any of its subcontractors.

Service Hours

All pick-up and delivery services specified herein shall be preformed during normal business hours; Monday - Friday, 8:00 AM - 4:00 PM Except:

- A.) Legal holidays of the UCS. Annual schedule to be provided to the Contractor.
- B.) Any special conditions governing access to the respective NYC locations, which will be provided to the Contractor.

Storage Facility

The Contractor's storage area is to be maintained in a clean, dry, safe manner and be free of any infestation (with periodic treatment by a professional service). Contractor's facility must provide as a minimum: a fire-

retardant area for the storage of the documents specified herein, proper 24-hour security measures (electronic or other systems), climate control system (i.e. temperature, humidity, etc.). Facility shall be compliant with applicable Fire, safety and building codes and “UCS Records Management Policy #1.0 - May 7, 1990 (please refer to paragraph UCS Records Management Policies), all applicable industry standards (ANSI and ASHRAE), and other conditions as may be noted herein.

1. Physical Exterior/Interior Structures:

A.) Exterior of the Building

- meets local building codes, seismic and hurricane standards
- constructed with non-combustible or fire resistant material
- has a leak-free roof, foundation with no damage, and a drainage system that takes wastewater away from building
- is not located in a FEMA designated high risk flood zone.

B.) Interior of Building

- meets all applicable building, fire and safety codes
- meets or exceeds ANSI and ASHRAE standards or ventilation and air exchange systems
- contains no excessive dust, dirt, vermin, birds, mold, mildew, rodents or other environmental hazards such that such accumulations or hazards would be detrimental to the safe storage of records
- does not share space with occupants who store combustible materials, food or industrial supplies
- has insulated and wrapped any existing water-carrying pipes
- has a fire suppression system suitable for paper records with automatic and independently activated dispersion system

2. Climate Control

Temperature and Humidity Controls are maintained for paper records at a temperature range of 70 degrees Fahrenheit (+/- 2 degrees). Daily fluctuations should be at a maximum +/- 5 %. Relative humidity should be between 45-55 %, with a 2 % maximum daily fluctuation.

3. Security

Must be provided by making sure all doors and windows are locked and the distribution of keys are limited to only authorized personnel. An independently monitored intrusion system, a fire alarm system and flood sensors shall be operational 24/7.

4. Fire Protection

Facility must have a zoned dry-piped sprinkler system (preferably with a 250°F to 300°F rating with independently activated heads) that is monitored 24 hours a day. The system should have a manual shut-off override

***** D E T A I L E D S P E C I F I C A T I O N S *****

Estimated Flow of Cartons to be Received by Newly Awarded Vendor

Please note that the number of cartons from Locations during Year 1 is higher than for the following years, because it represents the number of cartons currently awaiting storage at the locations and the cartons that will be added during the first twelve-month period. In addition, most of the cartons in storage at the current vendor will be transported to the new vendor during Year 1.

	First 12-mo. YR1	YR2	YR3	YR4	YR5	Total 5 YRS
Locations:	46,100	12,600	12,600	12,600	12,600	
Current Vendor:	260,000 ¹	25,600	0	0	0	
Total Cartons:	306,100	38,200	12,600	12,600	12,600	382,100

Please note that on the Bid Response Form, the numbers of cartons are adjusted to reflect the number of cartons that are estimated will be destroyed.

Services to be Performed:

Item 1: Storage

Contractor will be required to store in its storage facility the cartons received at the inception of the contract and those added subsequently, except to the extent cartons may be removed from storage by the courts or destroyed by directive of a court. Contractor must maintain its storage facility in accordance with the specifications set forth in these bid specifications and in UCS Records Management Policy #1 throughout the term of the awarded contract. Stored cartons and the materials contained in the cartons must be maintained in good condition, free of dirt, water damage, vermin, mold and mildew; they shall be stored off the floor on steel shelving (see UCS Records Management Policy #1.) Awarded contractor shall be responsible, at its own cost, for replacing any cartons and restoring records damaged while at its storage facilities.

Cost basis - Storage at contractor's facility: Cost per carton

Item 2: Pick-Up (Removal) and Transportation of Additional Cartons

Contractor shall be responsible for, pick-up from each of fourteen (14) courts/offices at seventeen (17) separate addresses throughout the five (5) boroughs such quantity of cartons as may be required and transport same to Contractor's facility for storage. Pick-up and transportation will not be required more often than every two weeks unless the Courts and the awarded vendor mutually agree to a different schedule.

Note: Subsequent to each pick-up, Contractor shall provide a computer print-out of all to-date stored items to

¹ Not all boxes stored at the current vendor are expected to be delivered during year 1; some may be delivered at the beginning of year 2.

each court for which a pick-up was performed.

Cost basis - Pick-Up (Removal) and Transportation of Additional Cartons Cost per carton

Item 3. Re-Preparation:

Re-boxing and labeling of files may also be required on a case-by-case basis for any boxes currently in storage, that may be damaged. The estimated quantity of such boxes is 5% of two hundred and eighty five thousand six hundred (285,600) cartons, or approximately fourteen thousand two hundred and eighty cartons (14,280) cartons. Bidders shall quote a price per carton for re-preparation, which shall include any necessary new boxes.

Item 4 : Retrieval & Delivery of Stored Materials/Return to Storage

Awarded contractor will be responsible, upon request, for retrieving specific files, documents and cartons, delivering them to the location requested, and picking them up for return to storage. Files and documents that are removed from a carton for delivery must be interfiled sequentially in the same file/carton they were retrieved from upon return to storage after delivery to a court (Interfiling). Retrievals, delivery and return to appropriate storage of specific files, documents, (or carton(s)) shall be priced on a one way basis, such retrievals shall be solely upon the authorization of the appropriate court/office personnel so designated. The method and form of such authorization shall be as agreed by the UCS/OCA and the awarded Contractor.

Retrievals and deliveries are expected within the following time frames:

Regular retrieval and delivery	within 48 hours of receiving request
Rush retrieval and delivery	within 24 hours of receiving request

Requests will be placed as needed but it is estimated that requests will not be placed more than once a week per court or location.

Estimated number of files and cartons:

	<u>Regular</u>	<u>Rush</u>	<u>Regular</u>
	<u>Retrieval</u>	<u>Retrieval</u>	<u>Return²</u>
	<u>and Delivery</u>	<u>and Delivery</u>	
Total files/year	32,300	2,600	33,700
Total cartons/year	250	25	270
Total files/5 years	161,500	13,000	168,500
Total cartons/5 years	1,250	125	1,350

Basis of Costs: Charges for the retrievals (pulls) and delivery to the court locations of specific files shall be quoted on a cost per file and a cost per carton basis including all related charges (physical or administrative). The pricing for the return trip from the court locations to the storage facility shall include re-filing in the

² Please note that courts keep some files/cartons and do not return all material requested.

original carton. If an entire carton is retrieved and returned to a court/location, the storage fee will apply only for the portion of the month that the carton is actually in storage, including the date of delivery to the court. If files or documents are removed from a carton, but the carton contains additional files/documents and remains in storage, the storage fee for the carton will apply for the entire month.

Summary of basis of costs:

Retrievals & delivery of files:

Regular retrieval and delivery	Cost per file <u>and</u> cost per carton
Rush (overnight) retrieval and delivery	Cost per file <u>and</u> cost per carton
Regular return	Cost per file <u>and</u> cost per carton

Item 5: Additions to Previously Stored Cartons (Interfile)

Locations may have individual files/folders that must be filed sequentially in cartons that have been previously stored. Awarded contractor shall be responsible for the pick-up such files/folders.

The estimated number of files that need to be added to previously stored cartons is as follows:

	First 12-mo.	YR1	YR2	YR3	YR4	YR5	Total 5 YRS
Total files:	5,300	4,000	4,000	4,000	4,000	4,000	21,300

Item 6: Computerized Inventory

The awarded contractor shall prepare and update a complete computerized, detailed inventory on a quarterly basis and transmit two (2) copies of same to each participating court/office at no additional cost. Such inventories shall, as a minimum, report by:

- A. County
- B. Court or Office (complete address)
- C. "From" - "To" dates
- D. Carton Number

Please attach a single page copy of the information available on the inventory database.

Item 7: Destruction of Documents

Destruction of documents, if required, shall be solely upon the written authorization of the appropriate court or office personnel. The format of such written authorization (i.e. "UCS Orders of Destruction") shall be agreed upon by the UCS/OCA and the awarded contractor. The method of document destruction shall be either cross cut/diamond shredding or pulping; provided, the method employed must result in the total obliteration of the information contained in the documents. Awarded contractor shall, to the extent practicable, make the by-product of such document destruction available for recycling.

Awarded contractor shall be required to provide to UCS a certificate of destruction listing the number of pounds and specific inventory of documents destroyed, and attesting that the documents were destroyed in the

manner required.

The volume of documents in pounds (lbs.) to be destroyed is estimated at 288,000 lbs. during the first year and 144,000 lbs. each of the following years for years 2 to 5 of the awarded contract, for a total of approximately 864,000 lbs. over five (5) years. Bidders are to indicate cost per pound, if any, for this service. As indicated in the attached Pricing Sheet, bidder may offer a per-pound credit to UCS for the by-product of the destroyed documents, or offer a reduced price for destruction. Any credit shall be applied to the next amount due and owing under the awarded contract or, as the case may be, promptly paid to UCS upon the termination thereof.

Item 8: Transfer Preparation

Upon termination of awarded contract, contractor shall be responsible for preparing all cartons in storage at that time for transfer to the newly awarded contractor's facility. **Such service does not include transportation to newly-awarded contractor's facility.**

Such preparation work shall include, but not be limited to, load-tagging of cartons and placing them on pallets, moving them to contractor's receiving/shipping area and a current, accurate computerized inventory printout. Cartons are to be in excellent condition with an up-to-date, accurate inventory.

LISTING OF CURRENT NYC COURT LOCATIONS

New York County

New York County Clerk
60 Centre Street
New York, NY 10007

New York County Clerk Facility
31 Chambers Street
New York, NY 10007

Family Court
60 Lafayette Street
New York, NY 10013

Supreme Court - Criminal Term
100 Centre Street, and

111 Centre Street
New York, NY 10013

Appellate Division - First Department
41 Madison Ave
New York, NY 10010

61 Broadway
New York, NY 10006

Bronx County

Supreme Court - Criminal Term
Bronx Hall of Justice
265 E. 161st Street and

Family Court
900 Sheridan Avenue
Bronx, NY 10465

851 Grand Concourse
Bronx, NY 10451

Kings County

Kings County Clerk
360 Adams Street
Brooklyn, NY 11201

Supreme Court - Criminal Term
320 Jay Street
Brooklyn, NY 11201

Family Court
330 Jay Street
Brooklyn, NY 11201

Queens County

Queens County Clerk
88-11 Sutphin Boulevard
Jamaica, NY 11435

Family Court
151-20 Jamaica Avenue
Jamaica, NY 11432

Richmond County

Supreme Court - Criminal Term
18 Richmond Terrace
Staten Island, NY 10301

Family Court
100 Richmond Terrace
Staten Island, NY 10301

Summary of Cost per Unit Basis

NOTE: Pricing for items must include all associated charges or fees (physical and administrative) except as specified otherwise herein.

Storage at contractor's facility:	Cost per carton
Pick-up of additional cartons from Locations & transportation to newly awarded vendor:	Cost per carton
Retrievals & delivery of files and cartons:	
Regular retrieval and delivery	Cost per file and cost per carton
Rush (overnight) retrieval and delivery	Cost per file and cost per carton
Regular return	Cost per file and cost per carton
Additions to previously stored cartons (Interfiles):	Cost per file
Destruction of documents, if required (shredding or pulping method):	Cost per pound (lb.) Less credit per pound, if applicable
Transfer preparation (end of contract):	Cost per carton

BID RESPONSE FORM (p. 1 of 2)

N B: Pricing shall remain firm throughout the initial 5-year term of the contract. Request for price increases shall only be entertained for the renewal terms (See paragraph "Pricing".) In case of bidder's miscalculation, cost per unit shall prevail.

1. STORAGE PRICE - The estimated numbers of cartons reflect the estimated number of cartons in storage after cartons that are estimated will be destroyed.

\$ _____/ctn	x 298,900 cartons year 1	= \$ _____
\$ _____/ctn	x 333,500 cartons year 2	= \$ _____
\$ _____/ctn	x 342,500 cartons year 3	= \$ _____
\$ _____/ctn	x 351,500 cartons year 4	= \$ _____
\$ _____/ctn	x 360,500 cartons year 5	= \$ _____
5-year price		= \$ _____

2. PICK-UP AND TRANSPORTATION OF CARTONS FROM THE LOCATIONS

\$ _____/ctn	x 46,100 cartons year 1	= \$ _____
\$ _____/ctn	x 50,400 cartons years 2 - 5 (12,600 ctns x 4 years)	= \$ _____
5-year price		= \$ _____

3. RE-PREPARATION

\$ _____/ctn	x 14,280 ctns (5 years)	= \$ _____
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4. FILES AND CARTONS: RETRIEVAL, DELIVERY AND RETURN

	5years	5-year Price
Regular retrieval and delivery		
\$ _____/file	x 161,500	= \$ _____
\$ _____/carton	x 1,250	= \$ _____
Rush (overnight) retrieval and delivery		
\$ _____/file	x 13,000	= \$ _____
\$ _____/carton	x 125	= \$ _____
Regular return to storage		
\$ _____/file	x 168,500	= \$ _____
\$ _____carton	x 1,350	= \$ _____
5-year price		= \$ _____

5. ADDITION TO PREVIOUSLY STORED CARTONS - INTERFILES

\$ _____/file	x 5,300 files year 1	= \$ _____
\$ _____/file	x 16,000 files year 2 to 5 (4,000 files per year x 4 yrs)	= \$ _____
5-year price		= \$ _____

[6. COMPUTERIZED INVENTORIES

AT NO COST TO UCS]

Exhibit 1

RECORDS MANAGEMENT POLICY #1.0 - MAY 7, 1990 **OFF-SITE STORAGE OF COURT RECORDS:**

Court records are part of court operations and local governments are responsible for providing adequate facilities to house the records. In some instances, the local government may wish to store records away from the courthouse; this might occur when available on-site storage is detrimental to the integrity of the records, results in inefficient operations, or is a danger to the safety and well-being of court personnel and litigants. At the request of the local government, if any of these situations is demonstrated to exist, the Office of Court Administration will arrange for off-site storage of the records and the costs will be borne by the locality. Court system funding for off-site storage will be provided only in the first instance for emergency situations and upon the express approval of the Deputy Chief Administrator. Off-site storage of any kind is appropriate only when the following guidelines are met:

1. An adequate retrieval system is available to ensure that records needed for court operations can be retrieved within forty-eight (48) hours. Faster turnaround time is possible in emergency situations.
2. The records are stored in a secure location and access is restricted to authorized personnel. The rules regarding sealed and confidential materials are maintained and the storage facility insures that these rules are followed.
3. An up-to-date inventory is maintained for all records in storage. The inventory record includes the years being stored and the name of the records series.
4. The records eligible for destruction under 22 NYCRR 104.1 are destroyed as scheduled using Office of Court Administration Records Disposition procedures. No records that are eligible for destruction are stored; the records in storage are routinely reviewed against the schedules and removed as required.
5. Court records are stored in clean, dry, vermin free environments with temperature control. Records are stored in record storage boxes, preferably 15" X 12" X 10", off the floor, on steel shelving, in manner designed to enhance ease of access.