

Question 1

Can we get a copy of the current contract and rates for this RFB?

Answer to Question 1

Please see attached contract # CM00617.

Question 2

I believe we responded to a similar solicitation in 2012 as OCA/DCAJ-183-A/B. Please advise if this is a revised solicitation for the same cartons or a totally different opportunity?

Answer to Question 2

This bid is for the storage of the New York City County Clerks courts records, and other related services. The RFB mentioned in your question was for the storage of court reporter notes.

Question 3

I am in receipt of the sealed bid of Contract Number: OCA/DCAJ-181-B for NYC Court Records Storage and Other Related Services. As per the instruction, I, David Kotler, working for Sterling Interiors and a subscriber to NYSCR would like clarification of Subcontracting as described on Page 10. Sterling Interiors is a dealer of design/build services and we have companies that we do business with that do the services that you are asking for in this bid. In the bid documents, it is clearly stated that subcontracting will be permitted only with prior written consent of UCS.

Therefore, the purpose of this e-mail to get that permission from your office. I have done work for OCA for over 10 years and before we move forward we wanted to address this issue.

Answer to Question 3

Subcontracting is not permitted for this contract with the exception of the three services listed in the paragraph headed 'Subcontracting'. Those services are: (1) pick-up and delivery services; (2) document destruction services; and (3) disaster recovery restoration services.

Question 4

I am looking for is the last bidder who was awarded this contract and his prices.

Answer to Question 4

Please see answer to question 1: see attached contract # CM00617.

Question 5

If awarded the bid, are there any additional Terms & Conditions besides what is stated in the request for bid (RFB) ?

Answer to Question 5

There will be a contract entered into between the parties; however, all the business terms and conditions are in the RFB.

Question 6

For file retrievals, will the Courts or Offices provide the box number from where the files need to be retrieved?

Answer to Question 6

The Courts will work with the awarded vendor to determine an appropriate method of request, based on the awarded vendor's index software.

Question 7

3. Item 6. on page 22 of the RFB - Is the inventory stored at the current vendor indexed by: County, Court or Office (complete address), "From" - "To" dates, and carton number ?

Answer to Question 7

An inventory printout of the current vendor's software will be provided to the awarded vendor.

Question 8

Item 6. on page 22 of the RFB - For every new generated box, are the Courts or Offices providing County, Court or Office (complete address), "From" - "To" dates, and carton number or is the responsibility of the awarded contractor to capture that information.

Answer to Question 8

The Courts/locations will work with the awarded vendor on a format on which they will indicate the information relevant to new generated boxes.

Question 9

Item 7. on page 23 of the RFB - Please elaborate on "specific inventory of documents destroyed". Is the awarded contractor destroying at the box level as opposed to individual files and/or documents ?

Answer to Question 9

At the box level.

Question 10

6. Item 2. and item 4. on page 25 Bid Response Form - Can you provide last year's combined total, for all Offices or Courts, of: total number of trips for pick up, total number of trips for delivery, total number of files picked up, total number of boxes picked up, total number of files delivered, and total number of boxes delivered.

Answer to Question 10

No.

Question 11

How will the records being released by existing vendor be identified?

Answer to Question 11

A process will be established between the Courts, the current vendor and the awarded vendor.

Question 12

Will the records be shipped by individual court location? e.g. All Family Court 60 Lafayette St.

Answer to Question 12

- a) Records stored at the current vendor will probably not be shipped by Courts /locations.*
- b) The awarded vendor will be responsible for pick-up and transportation to its facility of the additional cartons located at the Courts/locations. See item 2, of the bid specifications, pp. 11, 19 and 20, and Exhibit 1 - Listing of Locations for pick-up addresses.*

Question 13

How will return to storage be handled during transition?

Answer to Question 13

The awarded vendor will be responsible for notifying Courts/locations on a regular basis of the boxes that have been transferred to its facility, so that Courts/locations may return retrieved files to the awarded vendor for re-filing in the appropriate box(es.)

Question 14

LIMITATION ON LIABILITY

There is no limitation on liability in the RFB. We are not interested in bidding if there is no limitation on liability.

Record storage vendors typically agree to a limitation on liability based on the physical value of the box of paper or computer tape (not the potential value of the information assets). The industry standard is to offer a maximum valuation approximately equal to the annual storage revenue generated by an archived box. This is usually stated as a fixed flat dollar amount per lost or damaged box.

This limitation of liability protects vendors from being sued for a lost or damaged record that is potentially worth millions of dollars (or is priceless) under the right circumstances.

Will the UCS agree to the aforementioned record storage industry standard limitation on liability in the awarded contract?

Answer to Question 14

No.

Question 15

RECORD RESTORATION AT NO COST

On page 15 of the disaster recovery section of the RFB, record restoration services are requested at "no cost" to the UCS. This request conflicts with the industry standard limitation of liability protection that vendors traditionally have in their contracts so it conflicts with offering market rates for storage.

Will the UCS re-issue the RFB so that record restoration services are provided at a cost to the UCS?

Answer to Question 15

No.

Question 16

DISASTER PREPAREDNESS

Since the UCS is serious about disaster recovery (evident on page 15), is the UCS interested in having records management vendors bid on digitizing vital records for disaster preparedness?

Answer to Question 16

No. Digitization is not part of this contract. The UCS wants assurances that the facility is prepared for disasters such as fire, flood, etc.

Question 17

FINANCIAL ASSISTANCE

We are willing to offer financial assistance in the form of a check to offset our competitor's account termination charges (permanent withdrawal and retrieval of records). The bid response form does not include a section to offer financial assistance. Can we add a section to propose financial assistance to the bid response form and not be disqualified?

Answer to Question 17

No.

Question 18

What is the current location of the 300,000 cartons?

Answer to Question 18:

20 North 12th Street, Brooklyn, NY 11211

Question 19

Page 20 Item 4. "Request will be placed as needed but estimated request will not be placed more than once per week per location." In computing delivery cost with regular and rush deliveries, what can we expect for the number of deliveries/pick-ups required per location? Or can we establish set pick-up and deliveries with the Courts?

Answer to Question 19

The bid specifications are amended to reflect a high frequency and a low frequency of requests and deliveries. See "AMENDMENT."

Question 20

Page 15 Pro-ration of charges for inventory on hand- Charging by the day is difficult if not impossible to calculate on a billing standpoint; is this requirement negotiable ?

Answer to Question 20

No, this is not negotiable.

Question 21

Who is responsible for damaged cartons coming from the current vendor?

Answer to Question 21

The awarded vendor will be responsible for re-boxing and labeling any cartons that are damaged upon arrival at their facility. See paragraph "Item 3: Re-Preparation" on p.20 of the bid specifications.

Question 22

Will the inventory report provided break out each Courts and location for reporting purposes?

Answer to Question 22

The inventory report will be by County Clerk and, for Family Courts, by county.

Question 23

Do you have a file level inventory listing for your records?

Answer to Question 23

See Answer to Question 22.

Question 24

Pricing grid and service descriptions do not address the per-carton pull charge upon termination of contract. Should there be an additional line item under Item 8?

Answer to Question 24

See paragraph "Transfer preparation Upon Termination of Contract", p.23, for which there is a line item on the Bid Response Form.

Question 25

In item 1-Storage, should the entry per carton be per year?

Answer to Question 25

Item 1 gives the approximate total number of cartons currently stored in New York City. On the Bid Response Form, we request a price per carton and we indicate the estimated number of cartons that will be in storage of each year of the initial five-year term of the contract resulting from this RFB.

Question 26

There is no line item for the purchase of empty boxes. Should there be one?

Answer to Question 26

No. Cartons will be supplied by the Courts and remain their property. The awarded vendor will be responsible, at his own cost, for replacing cartons damaged while in its possession. The cost for "Re-Preparation" must include the cost of the carton. Also see paragraph "Pricing/Compensation" on p. 14, "all pricing submitted pursuant to the solicitation shall be net and include all costs for the performance of all services required under this solicitation."

Question 27

There is no line item for an hourly labor rate? Should there be one?

Answer to Question 27

No. See paragraph "Pricing/Compensation" on p. 14, "all pricing submitted pursuant to the solicitation shall be net and include all costs for the performance of all services required under this solicitation."

Question 28

Item 4-Retrieval & Delivery, states the estimated requirement that requests will not be placed more than once per week. Is this the current process?

Answer to Question 28

Please see Answer to Question 19 and AMENDMENT.

Question 29

Regarding the notice on page 11 of the bid package, stating the transport from the current facility is not included, will there be a separate bid for this transfer? If there is not a separate bid, who is responsible for this transfer?

Answer to Question 29

Transportation to a new awarded vendor will be a separate procurement.

Question 30

Does a qualified supplier need to be staffed and operational on a 24/7/365 basis?

Answer to Question 30

The UCS expects, as part of the disaster preparedness plan, to see a schedule for managerial and regular staff to be on call 24/7/365, in order to address any emergency.

Question 31

For all new records picked up from UCS locations, is the vendor expected to index the contents?

Answer to Question 31

No.

Question 32

Is scanning and electronic delivery of archived files expected in certain situations?

Answer to Question 32

No. It is not expected but may be accepted in certain emergencies.

Question 33

For the "Implied Requirements" section on page 10, can you please clarify this point further, perhaps by providing some examples?

Answer to Question 33

Implied requirements are requirements that, while not specifically stated in the RFB/RFP, are necessary in order to perform the requested services in accordance with the specifications.

AMENDMENT

Paragraph “ Item 4. Retrieval and Delivery of Stored Materials/Return to Storage” (pp. 20,21) is amended. Requests for retrieval and delivery will be placed three (3) to five (5) times per week for some Courts/locations and more commonly once (1x) or twice (2x) a week for most Courts/locations. Please see new paragraph below headed “Frequency of Requests for Retrieval and Delivery.”

Cost basis: Charges for the retrievals (pulls) and delivery to the Courts/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), for two frequencies of requests and delivery, i.e. 3-5 times per week and 1-2 times a week. If an entire carton is retrieved and returned to a Courts/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 Courts. If files are removed from a carton, but the carton contains additional files and remains in storage, the storage fee for the carton will apply for the entire month.

Cost basis summary:

Regular retrieval and delivery

High frequency:3- 5 times a week

Cost per file and cost per carton

Low frequency: 1-2 times a week

Cost per file and cost per carton

Rush (overnight) retrieval and delivery

Cost per file and cost per carton

Regular return

Paragraph “Frequency of Requests for Retrieval and Delivery” is added to the Detailed Specifications:

“The frequency of requests for retrievals and deliveries varies among the Courts/locations. It is estimated that there will be two ranges of frequencies, one high frequency and one low frequency.

High frequency: 3-5 times a week, for a volume of approximately 85,000 files over five (5) years.

Low frequency: 1-2 times a week, for a volume of approximately 76,500 files over five (5) years.

As a result of this new paragraph, the Bid Response Form, #4 “Retrieval and Delivery of Stored Materials/Return to Storage” is amended. Please see AMENDED BID RESPONSE FORM.

Paragraph “Summary of Cost per Unit Basis, item 4” is amended (All other items remain the same):

4. Retrieval and Delivery of Stored Materials/Return
to Storage:

Regular retrieval and delivery

High frequency: 3-5 times a week

Low frequency: 1-2 time a week

Rush (overnight) retrieval and delivery

Regular return

Cost per file and cost per carton

AMENDED BID RESPONSE FORM (p. 1 of 3)

Item 4. Retrieval and Delivery of Stored Materials/Return to Storage is amended. All other categories remain the same.

Bidders MUST submit the Amended Bid Response Form with their proposal or their bid response will be disqualified.

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 the destruction of cartons.

\$ _____ /ctn	x 298,900 cartons year 1	= \$ _____
\$ _____ /ctn	x 347,900 cartons year 2	= \$ _____
\$ _____ /ctn	x 356,900 cartons year 3	= \$ _____
\$ _____ /ctn	x 365,900 cartons year 4	= \$ _____
\$ _____ /ctn	x 374,900 cartons year 5	= \$ _____
	5-year price	= \$ _____

2. PICK-UP (REMOVAL) AND TRANSPORTATION OF ADDITIONAL CARTONS

\$ _____ /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 15,000 ctns (total for 5 years)	= \$ _____
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AMENDED BID RESPONSE FORM (p. 3 of 3)

7. DESTRUCTION (shredding or pulping - 864,000 lbs. over 5 years)

\$ _____/lb x 288,000 lbs. Year 1 = \$ _____

\$ _____/lb x 576,000 lbs. Years 2 - 5 = \$ _____

(144,000 lbs./year x 4 yrs)

Less \$ credit /lb, if applicable

\$ _____/lb x 864,000 lbs. (5 years) = \$ (_____)

5-year price = \$ _____

8. TRANSFER PREPARATION

\$ _____/ctn x 374,900 cartons (end of year 5) = \$ _____

GRAND TOTAL PRICE for 5 years = \$ _____

(Sum of total price 1. to 8.)

Company Name: _____

Authorized Officer's Name and Title:

Signature: _____ Date: _____

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AGREEMENT
BETWEEN
NEW YORK STATE UNIFIED COURT SYSTEM
AND
CITISTORAGE, INC.

This Agreement between the NEW YORK STATE UNIFIED COURT SYSTEM, 25 Beaver Street, New York, New York 10004 (hereinafter "UCS") and CITISTORAGE, INC., 20 North 12th Street, Brooklyn, New York, 11211 (hereinafter "Contractor"), is for the purpose of providing moving and storage services for UCS records from various UCS facilities in the New York City metropolitan area, including, but not limited to, facilities of the New York County Clerk.

I. CONTRACT TERM

When signed by the parties and approved by all necessary government agencies, this Agreement shall be effective for five (5) years commencing on June 1, 2000 and terminating on May 31, 2005, unless renewed, extended or terminated earlier, in accordance with its terms.

II. RENEWAL, EXTENSION AND AMENDMENT

- A. This Agreement may be renewed at the sole discretion of UCS for two (2) additional terms of five (5) years each upon written notice to Contractor ninety (90) days prior to the expiration date of the relevant term, and subject to approval by the New York State Comptroller ("Comptroller"). All renewals shall be on the same terms and conditions as the initial Agreement unless amended by written agreement of the parties with the approval of the New York State Attorney General ("Attorney General") and the Comptroller, except that Contractor shall have the right to increase prices for each renewal term by an amount not to exceed the lower of (i) ten percent (10%); or (ii) the average annual change in the consumer price index during the five year term of the expiring agreement.
- B. The term of this Agreement may be extended for a period not to exceed one hundred eighty (180) days at the sole discretion of UCS upon the expiration of the original term, or of either renewal term, upon written notice to Contractor and approval by the Comptroller.
- C. This Agreement can be amended or modified only by mutual written agreement of the parties and any such amendment or modification shall be subject to the approval of the Attorney General and the Comptroller.

III. MOVING SERVICES

- A. Contractor shall provide all moving services requested by UCS for the relocation of any UCS records in the New York City metropolitan area: (i) from a UCS facility to Contractor's storage facilities; (ii) from one UCS facility to another; and (iii) within a single UCS facility.
- B. Contractor's moving services shall include, but shall not be limited to, the following:
1. Preparation of records: If requested by UCS, Contractor shall prepare records for packing and moving by file sequencing, interfiling and labeling;
 2. Packing: If requested by UCS, Contractor shall remove records from shelves, files or other locations within UCS facilities and pack records in cartons;
 3. Wet and Damaged Files: If Contractor prepares records for packing, or performs packing services, Contractor shall identify files that are wet or otherwise damaged and shall separate such files and bring them to the attention of the UCS supervisor;
 4. Cartons:
 - a. If requested by UCS, Contractor shall supply cartons;
 - b. Unless specified otherwise by a UCS facility, cartons

supplied by Contractor shall be standard archival cartons of legal size, with approximate dimensions of 10" x 15" x 12" with handles and a minimum test strength of 200 pounds.

5. Labeling of Cartons:

- a. Contractor shall supply labels for cartons.
- b. Contractor shall label all cartons to be moved as provided in paragraph 6 (b) (2) below.
- c. Contractor shall supply barcode labels and barcode all cartons to be moved.

6. Tracking of Records Being Moved:

- a. Contractor shall track the whereabouts of all records being handled by Contractor's employees at all times so that any record can be located, retrieved and delivered to UCS upon request.
- b. Contractor shall track the location of records utilizing all of the following methods, or alternative methods of equal or greater reliability:
 - (1) design of contents descriptions for cartons in conjunction with, and subject to approval by, UCS;
 - (2) labeling of cartons in accordance with contents

descriptions design;

(3) data entry of contents descriptions into Contractor's computer database;

(4) barcoding of cartons;

(5) laser scanning of cartons into computer data base upon removal from and delivery to each facility;

(6) transmittal sheets for each delivery of cartons;

(7) delivery manifests that identify date, and time of delivery or pick-up and name of person from or to whom pick-up or delivery made.

c. Upon request of UCS, Contractor shall retrieve and deliver to UCS any UCS record that is being handled by Contractor's employees.

7. Transport of Records:

a. Contractor shall transport records from their initial location to the new location designated by UCS.

b. All items must be moved in closed containers under adequate supervision and security necessary to ensure protection from weather and vandals.

c. Moves must be conducted on consecutive business days and

during regular business hours except if UCS provides prior written consent for a particular move to take place during other than regular business hours and/or on non-consecutive days.

8. Unpacking, Refiling and Reshelving: Upon request of UCS, Contractor shall unpack and shelve or file records moved from one UCS facility to another and records moved within a single UCS facility.
9. Equipment: Contractor shall provide all equipment necessary for moving and transporting records, including but not limited to, handcarts, platform dollies, pallets and vehicles.
10. Familiarity with UCS Facilities: It is the sole responsibility of Contractor to be familiar with the physical aspects of UCS facilities from or to which records are to be moved including, but not limited to, receiving areas, delivery access, and availability and use of elevators.
11. Plan: Upon request of UCS, a plan by Contractor for moving records and materials must be presented to and approved by UCS prior to implementation at a particular site.

IV. STORAGE SERVICES

A. SCOPE OF STORAGE SERVICES

1. Contractor shall provide storage services for any records of any UCS facility in the New York City metropolitan area for which UCS requests storage.
2. Contractor's storage services shall include, but not be limited to, the following:
 - a. storage of records;
 - b. records Management;
 - c. retrieval of records;
 - d. destruction of records.

B. STORAGE OF RECORDS

1. Storage Facilities:
 - a. Location: Contractor shall store all records that are the subject of this Agreement at Contractor's principal storage facilities located at 20 North 12th Street, Brooklyn, New York unless UCS provides prior written consent for the storage of records at another location.
 - b. Conditions:
 - (1) Contractor's storage facilities shall be clean, dry,

free of infestation and secure;

- (2) The storage facilities shall be protected by state of the art surveillance and security systems at all times;
- (3) The storage facilities shall have state of the art environmental protection systems, including:
 - (a) fire detection, prevention and control systems;
 - (b) flood detection, prevention and control systems;
 - (c) climate control systems that limit temperature variance to no more than twenty (20) degrees fahrenheit and humidity variance to no more than five (5) degrees of relative humidity;
- (4) The storage facilities shall be periodically treated to ensure that they remain free of infestation.
- (5) The storage facilities shall have a power system capable of maintaining the environmental and security systems required by this Agreement.
- (6) UCS records must be stored in a fire-retardant area

that is away from contaminants and substances that may cause damage to paper.

- c. Notification of damage or risk to records: If any UCS records stored with Contractor are damaged, or if any event occurs that presents a risk of damage to UCS records, Contractor shall notify the UCS facilities whose records were damaged, or are at risk of damage, forthwith and shall submit a full written report of the incident for UCS review within thirty (30) days of the occurrence.
- d. Inspection by UCS:
 - (1) Contractor's storage facilities shall be subject to periodic inspection by authorized UCS personnel.
 - (2) UCS personnel shall provide advance notification to Contractor of an inspection by UCS.

C. RECORDS MANAGEMENT

- 1. Automated Inventory System:
 - a. Contractor shall inventory and track UCS records utilizing Contractor's automated inventory system ("AIS") described in the document annexed hereto and incorporated herein as Appendix 1, or an equivalent or superior system of equal or

greater capability.

- b. Contractor shall data enter descriptions of the contents of both cartons and individual files within cartons into the AIS.
 - c. Contractor shall track additions to and removals from UCS records stored in Contractor's storage facilities.
 - d. Contractor shall provide UCS with software and on-line access to the computer system that operates the AIS for up to five (5) stations per UCS facility.
 - e. If the provision of software is insufficient to enable a particular UCS facility to access the AIS, Contractor shall also provide that UCS facility with a dedicated PC with telephone linked AIS access.
 - f. Contractor shall provide manuals and training in the use of the AIS software, as well as all upgrades to the software.
2. Insertion and Interfiling: Upon request of UCS, Contractor shall insert and interfile records into UCS files and cartons already stored in Contractor's storage facilities.
3. Records Management Projects: Upon request of UCS, Contractor shall perform records management projects.

D. RECORDS RETRIEVAL

1. Retrieval and Delivery of Stored Records:

- a. Upon request of UCS, Contractor shall retrieve stored records and deliver them to a location designated by UCS;
- b. Retrieval and delivery of stored records shall be performed in accordance with the following schedule:
 - (1) within twelve (12) hours of receipt of request when site to which records are to be delivered is within one hundred miles of Contractor's storage facilities;
 - (2) within twenty-four (24) hours of receipt of request when site to which records are to be delivered is more than 100 miles from Contractor's storage facilities;
 - (3) within two (2) hours of receipt of request for requests made on an emergency basis.

2. Retrieval and Onsite Access to Stored Records:

- a. Upon request of UCS, Contractor shall retrieve records and make them available at Contractor's storage facilities to authorized UCS employees and other individuals authorized by UCS.

- b. Retrieval and onsite access to records shall be provided in accordance with the following schedule:
- (1) by noon of the date of request for requests made in the early morning of a business day;
 - (2) before the close of business of the date of request for requests made before 4 p.m. on a business day;
 - (3) at the opening of business on the next business day following the request for requests made after 4 p.m. but before close of business on the preceding day;
 - (4) by noon of the next business day for requests made after business hours.
- c. Contractor shall provide adequate space and photocopy facilities for inspection of records at Contractor's storage facility.
- d. Contractor shall refile all records following completion of onsite inspection.
- e. Contractor shall provide access to records only to persons authorized in writing by UCS who present appropriate identification.
3. Methods for Requesting Retrieval of Records: Contractor shall accept requests for retrieval and delivery or onsite access of records from

UCS online and by telephone and fax.

E. DESTRUCTION OF RECORDS

1. Upon receipt of an authorized written request for destruction of records in storage with Contractor from UCS, Contractor shall destroy and dispose of the records specified in the request by one of the following methods:
 - a. shredding;
 - b. incineration;
 - c. supervised burial in a landfill;
 - d. recycling.
2. The method for destruction of records shall be determined by UCS and conveyed to Contractor in writing.

V. STAFFING

- A. Contractor shall at all times be responsible for assigning an adequate number of qualified personnel for the services required of it under this Agreement.
- B. No UCS personnel shall perform or assist in the performance of any of the services required of Contractor pursuant to this Agreement, except with the prior written consent of UCS.

VI. SERVICE HOURS

A. MOVING AND DELIVERY SERVICES

1. All moving and delivery services shall be performed during regular UCS business hours, Monday-Friday, 9:00 am - 5:00 pm, except if UCS provides prior written authorization for the provision of these services during other than regular business hours.
2. No moving or delivery services shall be performed on legal holidays of UCS, unless UCS provides prior written authorization.

B. STORAGE SERVICES

1. Storage services shall be provided twenty-four hours per day, seven days per week.
2. Contractor's storage facilities shall be staffed twenty-four hours per day, seven days per week and shall be accessible to UCS by telephone after regular business hours and on week-ends.
3. Contractor shall provide UCS with the names and telephone numbers of contact persons who are familiar with and have access to Contractor's storage facility during regular business hours, after regular business hours and on week-ends.

VII. REPORTS

A. MONTHLY INVENTORY AND SERVICE REPORT

1. Contractor shall provide a monthly report to each UCS facility that utilizes Contractor's services. The monthly report shall include the following information:
 - a. an inventory of records in storage;
 - b. stored records retrieved and delivered;
 - c. records picked-up for return to storage following retrieval and delivery;
 - d. records retrieved for onsite access;
 - e. records requested for retrieval that could not be located;
 - f. records refiled following retrieval for onsite access;
 - g. records destroyed.
2. Contractor shall provide the monthly inventory and service report to the person designated by each UCS facility. The report shall accompany the monthly invoice required pursuant to Section XII (A) of this Agreement.
3. The monthly inventory and service report shall be in a format acceptable to UCS and shall contain any additional information requested by UCS that Contractor's computer programs are capable of

generating.

B. ADDITIONAL REPORTS

1. Upon request of UCS, Contractor shall provide quarterly reports containing any information requested by UCS that Contractor's computer programs are capable of generating.
2. Upon request of UCS, Contractor shall provide any management and or tracking reports containing any information requested by UCS that Contractor's computer programs are capable of generating.

VIII. CONFIDENTIALITY

- A. The records and documents to be moved and stored by Contractor are official and confidential court documents which shall at all times be handled and treated as such by the Contractor's authorized employees and agents.
- B. Contractor shall not allow anyone other than an authorized employee or agent of Contractor, or persons authorized in writing by UCS who present appropriate identification to handle or access these confidential records and case files.
- C. Any breaches of the confidentiality provisions set forth in this Section (VIII) by Contractor or Contractor's employees or agents may be subject to (i) the imposition of statutory penalties; (ii) termination of this Agreement

as provided in Section XIII hereof; and (iii) liability and the obligation to indemnify UCS pursuant to Section XVI hereof.

IX. UCS RESPONSIBILITIES AND RESERVATION OF RIGHTS

A. UCS RESPONSIBILITIES

1. UCS shall arrange any special conditions governing access to its facilities by Contractor at the time of each move.
2. UCS shall designate supervisory personnel to be at each UCS site at all times during the process of packing, shifting and moving records by Contractor to respond to questions regarding records arrangements, handling and treatment of records and to make decisions regarding these items as they occur during the course of the work.
3. UCS will provide Contractor with a list of personnel who, with appropriate identification, will be permitted to access UCS records stored at Contractor's storage facility. UCS will update the list annually. UCS will notify Contractor in writing if persons in addition to those on the aforementioned list are authorized to have access to stored UCS records.
4. UCS will provide Contractor with an annual schedule of UCS legal holidays.

B. UCS RESERVATION OF RIGHTS

1. UCS reserves the right to have UCS employees perform any or all of the moving services that are the subject of this Agreement, except the transporting of records to Contractor's storage facilities. The moving services that may be performed by UCS include, but are not limited to, preparation of files, supplying cartons, packing, transporting records from one UCS facility to another and within a single UCS facility, and unpacking and refiling at UCS facilities.
2. All cartons and all records and material described herein, including but not limited to, files, notes, legal reference materials and documents, are and shall remain the official property of the UCS. Any and all such records and material shall be immediately produced by Contractor upon demand by UCS at such charges as are specified in this Agreement.

X. CONTRACTOR'S WARRANTIES

Contractor represents and warrants that the conditions of Contractor's storage facilities are, and shall remain throughout the term of this Agreement, as specified in Section IV. B. 1. b. of this Agreement.

XI. PRICING

UCS shall pay Contractor at the following rates for satisfactory provision of services:

A. MOVING SERVICES

1. Preparation of records, packing, separating of wet and damaged files, labeling, tracking, transporting, unpacking and refileing..... \$19.85 per employee, per hour
2. Pick-up and transport cartons (When UCS prepares, packs, and labels)..... \$ 1.25 per carton
3. Supply cartons..... \$ 1.85 per carton
4. Supply cartons, pick-up and transport cartons... \$ 3.10 per carton (When UCS prepares, packs and labels)
5. Supply labels..... \$ No Charge (Regardless of whether Contractor or UCS packs)

B. STORAGE SERVICES

1. Storage cost per standard archive box per month...\$.21
2. Storage cost for boxes larger than standard archive boxes shall be a multiple of standard archive box cost based on ratio of size of box to size of standard archive box as set forth in Section III (B) (4) (b) of this Agreement
3. Automated inventory access system including provision of software, manuals, training and upgrades to software:
 - a. On-line (dial-up) system..... \$No Charge
 - b. PC with Updated Disk Systems..... \$No Charge

C. RETRIEVAL AND INSERTION

1. Retrieval/Pull Charge, per file..... \$ 3.00
2. Refile/Insert Charge, per file..... \$ 3.00
3. New File Insert Charge, per file..... \$ 3.00

- 4. Searched but not-in-file Charge, per File..... \$ 1.00
- 5. Delivery Charge First Five (5) Files (Next Day)..... \$15.00
Each Additional File..... \$ 2.00
- 6. Pickup Charge First Five (5) Cartons (Next Day)..... \$15.00
Each Additional Carton..... \$ 2.00
- 7. Emergency Delivery/Pickup Surcharge, Per File \$ 5.00

D. DESTRUCTION OF RECORDS

- 1. Shredding Charge, Per Carton..... \$ 5.00
- 2. Incineration Charge, Per Carton..... \$ 6.00
- 3. Supervised Burial in Landfill, Per Carton..... \$ 7.00
- 4. Recycling, Per Carton..... \$ 3.50

E. PREPARATION, DELIVERY TO SHIPPING AREA AT CONTRACT TERMINATION, PER CARTON.....\$ 3.50

(Including tracking and keeping UCS informed of location of records at all times)

F. RECORDS MANAGEMENT PROJECTS, AS REQUIRED:

- Per Employee, Per Hour..... \$19.85

XII. INVOICING AND PAYMENTS

A. INVOICES:

- 1. Contractor shall submit invoices to each UCS facility utilizing Contractor's services on a monthly basis for services performed during the previous month.
 - a. Invoices shall include services performed and prices for each service and shall be submitted to the person designated by each UCS facility.
 - b. Invoices shall be in a format acceptable to UCS and the

Comptroller, and shall include a copy of the monthly inventory and service report for the UCS facility being invoiced and any other documentation that may be required by UCS.

B. PAYMENTS:

All payments due Contractor will be processed in a timely manner by UCS upon receipt of accurate, and properly executed and documented invoices from Contractor.

XIII. TERMINATION

- A. UCS shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Contractor.
- B. UCS shall have the right to terminate this Agreement for cause effective immediately in the event that Contractor fails to perform any obligation, condition or promise set forth in this Agreement and such failure is not cured to the satisfaction of UCS within three days of written notice to Contractor from UCS of such failure, or Contractor, its employees or agents breach the confidentiality provisions of Section VIII hereof.
- C. In addition to, and not in limitation of the above remedies, UCS shall have all other rights and remedies provided for in this Agreement and available in law and equity.

XIV. TRANSFER OF RECORDS UPON TERMINATION OF AGREEMENT

A. PREPARATION OF RECORDS FOR TRANSFER

1. Upon termination of this Agreement, Contractor shall prepare all UCS records that are in storage in Contractor's storage facilities for transfer to UCS or to a replacement vendor or other UCS designee.
2. Preparation of records shall include, but shall not be limited to, palletizing and load-tagging of cartons, delivery to Contractor's shipping area for pick-up and production of complete inventory printout.
3. Contractor shall complete preparation for transfer of UCS records in accordance with a schedule to be agreed upon by Contractor, UCS and the recipient of the records, if other than UCS, that is acceptable to UCS.
4. Contractor shall not be responsible for transporting records beyond Contractor's shipping area.

B. TRACKING OF RECORDS DURING TRANSFER PROCESS

1. Contractor shall track the whereabouts of all UCS records during the process of preparing the records for transfer to enable any record to be located, retrieved and delivered to UCS upon request by UCS.
2. Contractor shall be responsible for knowing the location of all UCS

records up to the point of transfer and signatory acceptance of the records to UCS, a replacement vendor, or other UCS designee.

3. Contractor shall keep appropriate UCS facilities informed of the whereabouts of all UCS records during the transfer preparation process.

C. Contractor shall cooperate with UCS and with any replacement vendor or other UCS designee with regard to all aspects of the transfer of UCS records including, but not limited to, scheduling, tracking of records and keeping UCS informed of the whereabouts of records.

XV. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not assign, transfer or subcontract any of the services to be performed by Contractor pursuant to this Agreement without the prior review and written consent of UCS.

XVI. LIABILITY AND INDEMNIFICATION

A. LIABILITY

Contractor agrees to assume all risk of liability to UCS and to third parties relating to the performance of services pursuant to, or the breach of, this Agreement by Contractor, including, but not limited to liability for loss or theft of the property of

UCS and employees and agents of UCS, loss or theft of the property of Contractor and employees, agents and subcontractors of Contractor, breaches of confidentiality, and damages resulting from injury to persons and property, including, but not limited to, damage to UCS furnishings, equipment, property and facilities. Contractor also shall be responsible for any theft, loss or damage of any UCS records under the control of Contractor, including but not limited to, records stored in Contractor's storage facilities.

B. INDEMNIFICATION

Contractor shall indemnify and hold harmless the State of New York, UCS and officials, employees and agents of the State of New York and UCS from and against any and all liability, loss, cost, damage or claim, including defense costs and reasonable attorneys fees, which they may sustain based upon: (i) damage to property, personal injury or death, including, but not limited to personal injury or death of any of Contractor's employees, agents or subcontractors; (ii) breaches of confidentiality; and (iii) theft or loss of property, relating to the acts or omissions of Contractor, its agents, employees or subcontractors, in connection with the performance or breach of this Agreement.

XVII. INSURANCE

A. INSURANCE REQUIREMENTS

Contractor shall procure, and maintain throughout the term of this Agreement, the following insurance:

1. a commercial general liability insurance policy which includes coverage for property damage to UCS facilities, furnishings, equipment and property with a minimum of \$2,000,000 in coverage per occurrence;
2. a comprehensive all risk insurance policy or fidelity bond covering UCS property, including but not limited to, UCS records while under the control of Contractor, against loss, damage or destruction resulting from theft with a minimum of \$100,000 per occurrence.

B. INSURANCE VERIFICATION

Upon execution of this Agreement, Contractor shall furnish UCS with documentation of the insurance coverage required by paragraph A above.

XVIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed as follows:

- A. Contractor's status hereunder is that of independent contractor.
- B. No employee of Contractor is an employee of UCS. Contractor alone is

responsible for the work, direction, compensation and personal conduct of Contractor's employees while they are employed by Contractor.

C. Nothing included in this Section or in any other provision of this Agreement shall impose any liability or duty upon UCS relating to the employment of persons, firms or corporations employed or engaged by Contractor as consultants, experts, or independent contractors, or in any other capacity whatsoever, or engaged as employees, servants, or agents of Contractor, or shall make UCS liable for the acts, omissions, liabilities, obligations or taxes of whatsoever nature, including unemployment insurance and workers compensation, of Contractor or its consultants, experts, employees, servants, agents or independent contractors.

XIX. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, fire, earthquakes or other disasters.

XX. HEADINGS

All headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

XXI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior oral or written agreements, understandings, representations, statements, negotiations and undertakings.

XXII. PARTIAL INVALIDITY

In the event that any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall be in any way affected thereby and the Agreement shall remain in full force and effect.

XXIII. CONSENT TO BREACH NOT WAIVER

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

XXIV. AUTHORITY

Each party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each has been properly authorized and empowered to do so. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

XXV. GOVERNING LAW

This contract will be governed by, and construed in accordance with, the laws of the State of New York.

XXVI. NOTICES

All notices to be given under this Agreement shall be made in writing and delivered to Contractor, attention, Louis Weiner, at its address set forth herein and to UCS, attention, Neil O'Brien, 25 Beaver Street, New York, New York 10004 (or to such person at such address as either party may provide in writing to the other from time to time) either personally, by facsimile, or by regular mail. Any such notice shall be deemed to have been given when delivered, if by personal delivery or facsimile, or three (3) days subsequent to mailing.

XXVII. APPROPRIATIONS

The obligations of UCS under this Agreement shall be limited to the extent that moneys are appropriated and lawfully available therefor.

XXVIII. AUDIT

The Comptroller and UCS shall have the right to audit all records concerning all work and services performed in connection with this Agreement, and such records shall be open to inspection by the Comptroller and UCS at any mutually convenient time or times.

XXIX. SURVIVAL

The parties' representations, warranties and covenants, together with obligations concerning liability, risks and indemnification shall survive the termination of this Agreement and continue in full force and effect.

XXX. APPENDICES A & B

Appendix A, containing standard terms for New York State contracts, and Appendix B, containing the MacBride Fair Employment Principles, are attached hereto

CMC0617

and made a part hereof.

NYS CONTRACT NUMBER

UCS

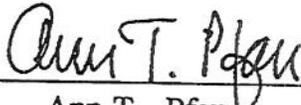
UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement

FOR: CITISTORAGE, INC.

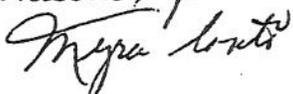
FOR: NEW YORK STATE
UNIFIED COURT SYSTEM


Name John Westwood
Title President


Ann T. Pfau
Deputy Chief Administrative Judge

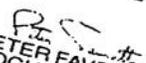
Dated: 10/6/00

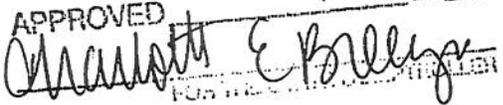
Dated: 10/23/00

Witnessed by me on Oct 6, 2000


MYRA CONTI
Notary Public, State Of New York
No. 32-4633192
Qualified in Kings County
Commission Expires May 31, 2002

ORIGINAL

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
NOV 20 2000

PETER FAVRETTO
ASSOCIATE ATTORNEY

11/1/01
APPROVED


APPENDIX NO. _____
MacBride Fair Employment Principles

In accordance with the policies set forth in section 174-b of the State Finance Law, the New York State Unified Court System requests all contractors or vendors to complete the following questions:

In accordance with Chapter 807 of the Laws of 1992 the Contractor or Vendor, by entering into this Agreement, certifies that it or any individual or legal entity in which the Contractor or Vendor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor or Vendor, either:

(answer Yes or No to one or both of the following, as applicable),

1. have business operations in Northern Ireland: _____ Yes ___ No

If yes:

2. shall take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland and shall permit independent monitoring of its compliance with such principles:

_____ Yes _____ No

(NAME OF CONTRACTOR OR VENDOR)

(SIGNATURE)

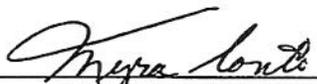
(TYPED OR WRITTEN NAME AND TITLE)

(DATE)

ACKNOWLEDGMENT

STATE OF *New York*)
) ss.:
COUNTY OF *Kings*)

On the *6th* day of *October* 2000, personally came
Louis Weiner, _____, to me known, who, being by me duly sworn, did
depose and say that he/~~she~~ resides in *MARLBORO, N.J.* _____,
that he/~~she~~ is the *President* _____ of *Citistorage, Inc.* _____, the
corporation described in and which executed the above instrument; and that he/~~she~~ is
authorized to execute the above instrument on behalf of said corporation.



NOTARY PUBLIC

MYRA CONTI
Notary Public, State Of New York
No. 32-4633192
Qualified In Kings County
Commission Expires May 31, *2002*

APPENDIX A
STANDARD CLAUSES FOR ALL
NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$5,000 (\$20,000 for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second of subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 UCS APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4)
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

APPENDIX B

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with the MacBride Fair Employment Principles (Section 165(5) of the New York State Finance Law), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland and shall permit independent monitoring of compliance with such Principles.

2/1/99

CITISTORAGE, INC.

AUTOMATED INVENTORY SYSTEM

I. Summary

The CitiStorage Automated Inventory System ("AIS") is based on its proprietary in-house Windows-based computer system, which manages client databases by tracking and identifying both containers (boxes) and individual folders or files. Barcodes are affixed to containers and, if appropriate, to such records, while laser scanning devices, coupled with data entry systems, input and track in and out status of all material. Furthermore, delivery manifests identifying date, time, and to (or from) whom delivered (or picked up) are maintained by the CitiStorage system and are available to you should that be necessary.

The client database is maintained real-time, and is accessible directly, on-line, by the client's PC capability.

The on-line (dial up) access is provided via "PC Anywhere" communications software to the CitiStorage Windows-based AIS written in Btrieve, allowing for on-line access to the database and providing for automatic real-time updating. Such capability includes file maintenance, report generation and preparation of workorders for retrieval, delivery, pickup and refiling (and/or new filing).

Hardcopy Requisition Forms are also provided, in the alternative, or in parallel, should one desire, or as part of a suggested facsimile/telephone backup capability by which the client can immediately requisition records even in the unlikely event of on-line system failure.

All deliveries and pickups are accompanied by a triplicate Work Order for signature and tracking by both CitiStorage and the client.

II. Discussion

Your entire database can be accessed through our on-line service utilizing standard communications software in conjunction with the AIS remote user software provided by CitiStorage. This allows employees of your choice to have secure access to your offsite database. You can perform file maintenance, searches, create reports and workorders, on any of the information stored in the database. This can all be done, with complete security, right from your desktop computer.

A *Windows*® based program, the CitiStorage AIS takes full advantage of memory management, multitasking and GUI interface. This software is a powerful information management tool. Rather than just storing boxes and files, CitiStorage has information tracking and reporting capabilities which can be applied to best meet your Records Management needs. The following items are only a few of the features of the AIS:

APPENDIX I

- **ELECTRONIC VALIDATION:** The PDT3100 Laser Wand is a hand held computer which is used to scan items each step of the way. In conjunction with the AIS it provides electronic verification that proper items are pulled from the shelf and loaded for delivery. Electronic validation is used to track each item, as it is filed back (refiled) to the shelf, as well. All destruction orders are electronically validated, giving you complete assurance that your destruction request has been carried out in an accurate and timely manner. All of this information is communicated to the database and used to track each item's activity in detail. This is possible because the PDT3100 Laser Wand and CitiStorage's AIS database exchange information electronically. Customer Service Representatives can see your order and at exactly what point it is in the delivery or pickup process.
- **DETAILED ACTIVITY TRACKING:** Everything that occurs in the CitiStorage Records Center or on any computer accessing the database is stamped with the name of the person taking the action as well as the date and time that it occurred. For example, when a customer calls CitiStorage with a delivery request, the date, time and the name of the person creating the workorder are automatically recorded in the activity detail for each item requested. When the items are retrieved from the Records Center, the date, time and name of the person pulling the items are recorded through the PDT3100 Laser Wand. This audit trail continues through the entire cycle of a delivery or pickup. Each item in the database carries with it a detailed tracking of everything that has happened to it, by whom, and when it occurred.
- **UTILIZING INFORMATION THROUGH QUERIES:** A query is a question posed to the database to extract information. Because of the detailed activity tracking, the request can be made very specific to your needs. For example you might want to know how many boxes belonging to Congress' account, whose contents contain the word "taxes" have been requested by Bob Dole in the last six months? Who received these deliveries? Have any of them also been requested by Bill Clinton? As a customer of CitiStorage you will be able to obtain information on the items you have in storage in unlimited ways. (e.g. Would it be useful to know how many items in your account have been accessed more than ten times over the last four months?).
- **INFORMATION REPORTING:** AIS uses Table Technology. In addition to standard reports, all tables can be printed. Any information on a table can be sorted, displayed and printed in virtually limitless formats. Now your accounting department, the clerks' offices and file clerks can all obtain information in a format that best suits their needs.

- **ELECTRONIC INFORMATION EXCHANGE:** Information can be exchanged with CitiStorage on disk for a variety of purposes.
 1. Reports can be sent on disk.
 2. Data entry can be sent to CitiStorage on disk and directly imported to the AIS database. Likewise, data entry performed by CitiStorage can be sent to you on disk for import into your own in-house database.
 3. Itemized lists can be sent on disk and compared to information in the AIS database. For example, you are storing 1,000 boxes and have recorded them on a disk. The AIS database can compare all items received by CitiStorage for that period with the items listed on the disk. Any differences will be immediately electronically reported.

- **ENHANCED SECURITY:** There are over 500 levels of function access in AIS that can be turned on or off by user. Additionally items can be assigned a security code which make it virtually "invisible" to anyone without a sufficient security level. One of AIS' most attractive capabilities is the ability to provide forced entry of an authorized name and /or password. If you choose to have this feature implemented for your account it is impossible for anyone at CitiStorage to create a workorder until the requester provides authorization recognized by the database. So, when you discharge that disgruntled employee you need only to remove their name and password from the authorized list and they will not be able to place any orders for your account, no matter how many times they call!

AIS offers a vast number of additional features which distinguish CitiStorage as an industry leader in the information and records management arena.

III. Hardware/Software

Modem Communications Minimum Requirements

HARDWARE:

IBM Compatible PC
 486sx processor or higher
 At least 8 MB RAM (16MB recommended)
 Hard Disk
 3.5" high density diskette drive
 VGA color monitor
 9,600 Baud or higher Hayes compatible Modem (28,800 recommended)
 Mouse (Microsoft and 100% compatible)

SOFTWARE:

MS/DOS 3.3 or higher
Windows(3.1, Windows (for Workgroups 3.11 or Windows(95
pcAnywhere for Windows(version 2.0 (MUST be 16bit version.NOT 32bit
version)

AIS enables viewing large amounts of detailed information in a Windows environment. Although the above minimum requirements will allow you to access your records remotely, adding hardware capability may enhance performance. Windows' graphical environment requires larger amounts of video data to be transferred over the phone line than does a DOS application. Modem speed will significantly enhance this process. A modem speed of 14,400 or higher will be needed if you will be performing any remote data entry or searches.

Video, processor speed and available RAM will also directly impact the performance you experience. A Pentium processor with 16MB of RAM will produce a significant performance improvement. Setting up your computer for maximum memory configuration is highly recommended. This can be done by using DOS ver 5.x or 6.x memory utilities or by using a third party product. Freeing up memory will make more resources available for use by your remote communication session.



March 7, 2012

Mr. Louis Weiner
President
Citistorage, LLC
5 North 11th Street
Brooklyn, New York 11211

Re: Amendment No. 3 to and Renewal of Agreement Between UCS and
Citistorage (UCS Contract #CM00617)

Dear Mr. Weiner:

This letter is to confirm the agreement of the New York State Unified Court System (UCS) and Citistorage, LLC (Citistorage) to amend and renew the above-referenced agreement (Agreement) as set forth below.

Amendment

The Agreement, as amended by letter dated January 3, 2007 (Amendment No. 1) and by letter dated August 14, 2008 (Amendment No. 2), is further amended as specified herein. Section II, paragraph A is amended to add the following language at the end of the paragraph: "The Agreement may also be renewed for a fourth renewal term, commencing on November 29, 2009 and terminating on May 31, 2013 (Fourth Renewal Term). The Fourth Renewal Term shall be on the same terms and conditions as the initial agreement, including prices, and is subject to approval by the New York State Attorney General and the New York State Comptroller."

Section XIII of the Agreement is amended to add a new paragraph lettered "D" at the end of the section. The new paragraph, XIII(D), reads as follows: "Notwithstanding anything to the contrary herein, in the event that Contractor is awarded a new contract by UCS for the storage services that are the subject of the Agreement, the Agreement shall terminate effective as of the earlier of: (i) the end of the day prior to the commencement date of the new contract, upon notice to Contractor that the new contract has been approved by the New York State Attorney General and Comptroller or (ii) May 31, 2013.

UCS

CM00617

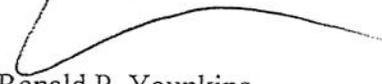
Except as amended herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Renewal

The Agreement is hereby renewed for the Fourth Renewal Term at the prices in effect during the initial term of the Agreement. Contractor acknowledges that as of the date of signature by Contractor of this letter, Contractor has received payment for all services within the scope of the Agreement that have been provided through June 30, 2011. Contractor further acknowledges that the remaining balance due Contractor for all services provided through December 31, 2011 is \$533,659.21.

The signatures of the authorized representatives of the parties below shall evidence their agreement to the terms of this amendment and renewal, and this letter, when signed by both parties, shall constitute the mutual written agreement of the parties as contemplated in section I, paragraph C of the Agreement.

Very truly yours,


Ronald P. Younkings

RPY/lf

FOR: CITISTORAGE, LLC

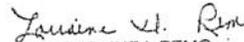
Name: Louis Weiner 

Title: President

Dated: 3/9/2012

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

APR 18 2012


LORRAINE I. REMO
PRINCIPAL ATTORNEY

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF *Kings*)

On the *9* day of *March*, 2012, before me personally appeared *Louis Weiner*, to me known, who by me being duly sworn, did depose and say that he/~~she~~ resides in *Marlboro, NJ*, that he/~~she~~ is the *President* of *CitiStorage, LLC*, the limited liability company described in and which executed the above instrument; and that he/she is authorized to execute the above instrument on behalf of said company.

Lydia Rojas
NOTARY PUBLIC

Lydia Rojas
Commissioner of Deeds
No. 4-6415
Qualified in New York City
Commission Expires Oct. 01, 2012