

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

(This is not an order)  
**BID MUST BE MADE ON THIS SHEET  
 OR AS OTHERWISE SPECIFIED**

**NYS OFFICE OF COURT ADMINISTRATION  
 CONTRACT & PROCUREMENT ADMINISTRATION  
 42 KARNER ROAD  
 ALBANY, NY 12205**  
 (Agency Name and Address)

Direct Inquiries to: **BETTY FALTERMEIER**  
 Telephone No.: **(518) 869 - 4732**

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

<b>Bid Number:</b> OCA/CPA-310	<b>Commodity Group:</b>
<b>Opening Date:</b> 06/06/05	<b>Commodity Name:</b> NYC RECORDS STORAGE & RELATED SERVICES
<b>Time:</b> 11:00 AM	

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

<p>Agency's Specification of item(s) Required (include quantities)</p> <p><b>UCS ATTACHMENT I AND ATTACHMENT II ARE ATTACHED &amp; INCORPORATED HEREIN.</b></p> <p><b>ESTIMATED QUANTITY</b> TERM CONTRACT FOR THE STORAGE OF BOXED RECORDS AND RELATED SERVICES FOR COURT OPERATIONS THROUGHOUT NEW YORK CITY.</p> <p>CONTRACT PERIOD: <b>JULY 01, 2005 - JUNE 30, 2010</b> (5YEARS) WITH OPTION TO RENEW FOR ADDITIONAL TWO (2) YEAR PERIOD.</p>	<p>Bidder's Quotation and Specific Description of Item Offered</p> <p><b>ALL BID RESPONSES MUST BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS OTHERWISE SPECIFIED HEREIN.</b></p>
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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	

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

**NYS UNIFIED COURT SYSTEM  
STANDARD REQUEST FOR BID CLAUSES & FORMS  
ATTACHMENT I**

**NOTE:** In addition to such other requirements as may be referenced or incorporated herein, the following clauses shall apply to this Request For Bid (RFB)/Request For Proposal (RFP):

**OGS SPECIFICATIONS:**

All provisions of the NYS Office of General Services General Specifications - Commodities & Non-Technology Services dated December 1999, and where applicable, Technology Products & Services (November 2000) and/or Negotiated Software Contracts (July 2001) (copies available upon request) will apply to this bid invitation, except that, **"Chief Administrative Judge, or designee" shall replace, "Commissioner of OGS" wherever it appears.** Should there be any conflict between the OGS Specifications and the procurement policies and procedures of the NYS Unified Court System (hereafter, UCS), the latter shall prevail.

The Unified Court System (hereafter, UCS) reserves the right to waive minor discrepancies and to reject any and all bids if considered in the best interest of the UCS to do so.

**AGREEMENT TO CONTRACT:**

Bids submitted in response to this solicitation shall constitute agreement to contract by the respective bidder(s).

**PREFERRED SOURCE NOTIFICATION:**

Organizations identified as Preferred Sources pursuant to **NYS Finance Law Sections 162.1 and 162.2a,2b, and 2c,2d,2e** submitting bids which are in compliance with this RFB/RFP and Specification may, at the discretion of the court/agency, be awarded the bid where the bid price is not in excess of ten percent (10%) of the lowest responsible bidder.

**GRIEVANCE / INQUIRY POLICY:**

Any firm or individual having a legitimate interest in this solicitation, or resulting contract award, and wishing to file a formal grievance or inquiry may request a copy of the **Unified Court System Policy & Procedure for the Resolution of Grievances & Inquiries** by contacting the judicial location noted in this RFB/RFP.

**ORDERS:**

Bidders are advised that any awarded contract shall not constitute an order to ship and further, places no obligation upon the UCS to place any orders with the contractor. However, the contractor shall accept all orders placed by the courts and related agencies during the term of the contract for all items for which an award is made. Such orders shall be considered binding upon the contractor when placed in the mail to the address indicated in the award pursuant to the terms thereof.

**APPENDIX A:**

**NYS/UCS Standard Clauses for all Contracts (07:03)** is attached and incorporated herein.

**NON-COLLUSIVE BIDDING CERTIFICATE:**

Attached **Non-Collusive Bidding Certificate** must be executed, signed and returned with other required bid documents.

**ACKNOWLEDGMENT:**

Attached, appropriate acknowledgment form must be executed, properly notarized and included with all bid documents.

## **PAYMENTS OF INTEREST:**

The payments of interest on certain amounts due and owed may be made in accordance with the criteria established by **Chapter 153 of the Laws of 1984 (Article 11A of the New York State Finance Law) and the Comptroller's Bulletin no. A-91.**

## **REFERENCES:**

Upon request, bidders must provide the names of at least \_\_\_\_\_ ( ) prior or current clients (including contact person and phone numbers) for whom specified product/service has been provided.

## **ADDITIONAL INFORMATION:**

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

## **BID VALIDATION PERIOD:**

All proposals submitted in response to this solicitation shall remain valid past the period provided for in the **OGS General Specifications** until such time as an award is made or the bidder withdraws his bid (in writing), whichever occurs first.

## **RECYCLED PRODUCTS:**

Products purchased by the courts and related agencies of the NYS Unified Court Systems shall be in compliance with **Sec. 40-a. of the NYS Judiciary Law (L.1994, c.468)**, and UCS policy thereto. Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements set forth by the NYS Departments of Environmental Conservation and Economic Development. If bidding a recycled product, bidders must attach completed **Bidder's Certification of Recycled Products** and **Manufacturers Affidavit of Recycled Content** forms.

**NOTE:** If this RFB/RFP is for printing, the following clauses shall also apply:

## **UCS PRINTING POLICY:**

No contract will be awarded to any bidder who, in the opinion of the Unified Court System (UCS), does not have satisfactory facilities and equipment sufficient to produce the major portion of the work as defined in the specification and resulting contract and insure the proper performance and delivery thereof.

In this regard, the UCS may request all documentation it deems necessary to make proper determination and the bidder agrees to make such facilities and equipment available for inspection. Failure to provide requested documentation will cause the bidder to be rejected.

Accordingly, bidders must execute the attached **Bidder's Certification of Work** form.

## **RECYCLED PAPER:**

Any printing required by the judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

## **OVER-RUNS:**

A 05% over-run will be allowed per individual item order of up to 50,000 quantity and 03% per individual item order in excess of 50,000 quantity. However, such allowance shall not be construed as an approved, automatic add-on, but is intended only to cover unavoidable excesses in the production cycle.

**ATTACHMENT I**

STATE OF NEW YORK  
UNIFIED COURT SYSTEM

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation; for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (1) , (2) and (3) above.

Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Name of Bidder: \_\_\_\_\_ Employer's Federal ID #: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City County State Zip Code

Telephone #: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Printed or typed  
copy of signature: \_\_\_\_\_

Official Title: \_\_\_\_\_

**ATTACHMENT I**

**ACKNOWLEDGMENT OF INDIVIDUAL**

**STATE OF** \_\_\_\_\_ )  
**COUNTY OF** \_\_\_\_\_ ) **SS:**

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT OF CORPORATION**

**STATE OF** \_\_\_\_\_ )  
**COUNTY OF** \_\_\_\_\_ ) **SS:**

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_, of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

**ATTACHMENT I**  
**NEW YORK STATE**  
**UNIFIED COURT SYSTEM**

**BIDDER'S CERTIFICATION OF WORK**  
**(PRINTING)**

RFB # \_\_\_\_\_

BID OPENING: \_\_\_\_\_

ITEM: \_\_\_\_\_

**RECYCLED PAPER:**

Pursuant to **Sec. 40-a. of the Judiciary Law (L.1994, c.468)**, any printing required by judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

BIDDER HEREBY CERTIFIES THAT ALL WORK DEFINED BY THE ABOVE SPECIFICATION WILL BE PERFORMED ON BIDDER'S FACILITIES EXCEPT AS NOTED BELOW (BIDDER MUST PROVIDE THE FOLLOWING INFORMATION FOR ALL WORK WHICH WILL BE PERFORMED BY AN OUTSIDE CONCERN - I.E. SUBCONTRACTOR):

**NOTE: ALL SUBCONTRACTING IS SUBJECT TO THE APPROVAL OF THE UNIFIED COURT SYSTEM AND THE BIDDER REMAINS FULLY RESPONSIBLE AND LIABLE FOR ALL WORK PERFORMED BY SUCH SUBCONTRACTORS.**

WORK	SUBCONTRACTOR: NAME, ADDRESS, PHONE
A _____ _____	_____ _____
B _____ _____	_____ _____
C _____ _____	_____ _____

**NOTE: THE FOLLOWING SECTION MUST BE COMPLETED AND FORM RETURNED IN ALL INSTANCES:**

_____ NAME OF COMPANY	_____ AUTHORIZED SIGNATURE
_____ ADDRESS	_____ NAME IN PRINT
_____ ADDRESS	_____ TITLE
_____ DATE	

**ATTACHMENT I**  
**NEW YORK STATE**  
**UNIFIED COURT SYSTEM**

**BIDDER'S CERTIFICATION OF RECYCLED PRODUCT(S)**  
(TO BE COMPLETED BY BIDDER)

RFB # \_\_\_\_\_

BID OPENING: \_\_\_\_\_

ITEM: \_\_\_\_\_

Pursuant to **Sec. 40-a of the Judiciary Law (L. 1994, c.468)**, it is the policy of the UCS that products purchased by the courts shall be recycled products, which meet contract specifications, unless the product is only available without recycled content, and provided that the cost of the recycled product does not exceed a cost premium of ten percent (10%) above the cost of a comparable product that is not a recycled product or, if at least fifty percent (50%) of the secondary materials used in the manufacture of that product are generated from the waste stream of NYS, the cost of the recycled product does not exceed a cost premium of fifteen (15%) above the cost of a comparable product that is not a recycled product.

Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements (**including Manufacturer's Affidavit of Recycled Content**) set forth by the NYS Departments of Environmental Conservation and Economic Development.

Failure to complete this certification and attach required manufacturer's affidavit will result in a waiver of bidder's recycled preference.

This certification/affidavit shall remain in effect unless revised or rescinded by the certifying manufacturer or made null & void by superseding NYS statute(s).

Bidder hereby certifies that the product(s) offered are in compliance with all applicable New York State recycled/recycling statutes and respectfully requests preferential consideration as cited above. In support of this request, attached is the executed **Manufacturer's Affidavit of Recycled Content**.

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
TITLE

(UCS - Rev.07/01/03)

**ATTACHMENT I**  
**NEW YORK STATE**  
**UNIFIED COURT SYSTEM**

**MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT**  
**(TO BE COMPLETED BY MANUFACTURER)**

RFB # \_\_\_\_\_

BID OPENING: \_\_\_\_\_

I, \_\_\_\_\_ of \_\_\_\_\_ being duly sworn, depose and say that for the item(s) listed below, the recycled content which conforms to the New York State requirements are as specified.

PRODUCT	BRAND NAME	TOTAL RECYCLED CONTENT	POST CONSUMER CONTENT
1 _____	_____	_____ %	_____ %
2 _____	_____	_____ %	_____ %
3 _____	_____	_____ %	_____ %
4 _____	_____	_____ %	_____ %

SECONDARY MATERIAL NYS WASTE STREAM	CHECK IF DED/DEC APPROVED
1 _____ %	_____
2 _____ %	_____
3 _____ %	_____
4 _____ %	_____

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

AFFIDAVIT SUBMITTED ON BEHALF OF: \_\_\_\_\_ (BIDDER)

SIGNATURE-MFG. REP.: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME IN PRINT: \_\_\_\_\_ DATED: \_\_\_\_\_

SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

**New York State Unified Court System**  
**Appendix A**  
**Standard Clauses for all Contracts**

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds \$15,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139- h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4)..
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including , without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

**(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.**

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**(b) PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, up-gradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein: and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

**ATTACHMENT II**

**CONTRACTOR  
CERTIFICATION**

**ST-220**



# Contractor Certification

(Pursuant to Section 5-a of the Tax Law)

For more information, see Publication 222, *Question and Answers Concerning Section 5-a*.

Contractor name				For office use only Contract number
Contractor's principal place of business		City	State	
Mailing address (if different than above)				Estimated contract value
Contractor's federal employer Identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number ( )				\$
Contracting state agency				

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and that:

### Part I. Contract services that are not services for purposes of Tax Law section 5-a

(Mark an X in the box if this statement is applicable. If you mark this box, you do not have to complete Parts II - V.)

- The requirements of Tax Law section 5-a do not apply because the subject matter of the contract concerns the performance of services which are not *services* within the meaning of Tax Law section 5-a.

(If you did not mark the box next to the statement in Part I, mark an X next to the applicable statement in Parts II through V.)

### Part II. Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law.
- As of the date of this certification, the contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

### Part III. Affiliate registration status

- As of the date of this certification, the contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and each affiliate exceeding the \$300,000 sales threshold during such periods is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address, and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- To the best of the contractor's knowledge, the contractor has one or more affiliates and, as of the date of this certification, each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

**Part IV. Subcontractor registration status**

- As of the date of this certification, the contractor does not have any subcontractors.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each subcontractor exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

**Part V. Subcontractor affiliate registration status**

- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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(signature)

---

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF : }
COUNTY OF : } SS.:

On the day \_\_\_ of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_he resides at \_\_\_\_\_, Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): \_he is a duly authorized member of, \_\_\_\_\_ LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.



## Instructions

### General information

On August 20, 2004, New York State enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than \$15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. A contractor must use Form ST-220, *Contractor Certification*, to make this certification before the contract may be approved by the Office of the State Comptroller (OSC), or other contract approver if OSC is not required to approve the contract.

This statute applies to contracts resulting from solicitations to purchase issued by governmental entities on or after January 1, 2005. In the case of contracts resulting from issuance of an invitation for bid (IFB) or a request for proposal (RFP), the statute would apply if the IFB or RFP was first issued on or after January 1, 2005. The statute would not apply if the bid document was first issued before January 1, 2005, even if the bid document was amended, or the resulting contract was awarded, approved, amended, or extended after January 1, 2005.

The statute does not apply to purchases from preferred sources. For additional information, please see Publication 222, *Questions and Answers Concerning Tax Law Section 5-a*.

### Definition of terms associated with section 5-a

The following is a partial list. Please see Publication 222 for additional information.

A *contractor* is defined as a person awarded a contract by a covered agency.

The term *person* is defined as any entity in business for either profit or not-for-profit purposes and can refer to an individual, partnership, limited liability company, society, association, joint stock company, or corporation.

A *covered agency* is defined as New York State or any department, board, bureau, commission, division, office, council or agency of New York State; public authorities and public benefit corporations. The State Legislature, the judiciary, Department of Law, Office of State Comptroller, State Education Department, State University of New York and the senior colleges of City University of New York are included in this definition.

An *affiliate* is an entity which, through stock ownership or any other affiliation, directly, indirectly or constructively, controls another entity, is controlled by another entity, or is, along with another entity, under the control of a common parent company.

A *subcontractor* is an entity specifically engaged by a contractor or another subcontractor to provide commodities or perform services necessary to allow a contractor to fulfill a particular contract with a covered agency.

*Commodities* means, other than with respect to contracts for State printing, material goods, supplies, products, construction items or other standard articles of commerce other than technology which are the subject of any purchase or other exchange.

*Tangible personal property* means physical personal property, of any nature, that has a material existence and is perceptible to the human senses. Tangible personal property includes, without limitation: (1) raw materials, such as wood, metal, rubber and minerals; (2) manufactured items, such as gasoline, oil, diesel motor fuel and kero-jet fuel, chemicals, jewelry, furniture, machinery and equipment, parts, tools, supplies, computers, clothing, motor vehicles, boats, yachts, appliances, lighting fixtures, building materials; (3) pre-written off-the-shelf software; (4) artistic items such as sketches, paintings, photographs, moving picture films and recordings; (5) animals, trees, shrubs, plants and seeds; (6) bottled water, soda and beer; (7) candy and confections; (8) cigarettes and tobacco products; (9) cosmetics and toiletries; (10) coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange; (11) postage stamps, when purchased for purposes other than mailing; and (12) precious metals in the form of bullion, ingots, wafers and other forms.

### Completing Form ST-220

#### Identification information

**Contractor name:** Enter the exact legal name of the person or entity who is contracting to provide commodities or services to a covered agency of New York State. This is the name registered with the New York Department of State.

**Contractor's principal place of business:** Enter a street address, not a PO box number.

**Mailing address:** Enter the address where contractor receives mail, if different than the principal place of business.

**Contracting state agency:** Enter the state agency awarding the contract to the contractor.

**Certification statement:** If the contractor is a corporation, the statement must be completed by the president, vice president, treasurer, assistant treasurer, chief accounting officer, or other officer authorized by the corporation. If the contractor is a partnership, the statement must be completed by a partner or person authorized by the partnership. If the contractor is a limited liability company, the statement must be completed by a member of the LLC and be authorized by the LLC.

#### Part I – Contract services not pursuant to Tax Law section 5-a

If the services to be performed under the contract are not services within the meaning of Tax Law section 5-a, mark an **X**. You do not have to complete Parts II through V. You must sign and have the certification acknowledged.

For procurement law purposes, *services* means, other than with respect to contracts for State printing, the performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange. For procurement law purposes, technology is a service. The term *services* for procurement law purposes does not apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article eleven-B of the State Finance Law.

The term *taxable services* for New York State and local sales and compensating use tax law purposes includes, but is not limited to: 1) providing information by printed, mimeographed or multigraphed matter or by duplicating written or printed manner in any other

manner; 2) processing, assembling, fabricating, printing or imprinting tangible personal property furnished by a customer who did not purchase the tangible personal property for resale; 3) installing, maintaining, servicing, or repairing tangible personal property that is not held for sale by the purchaser of the service in the regular course of business (for example, servicing automobiles, installing appliances, and repairing radio and television sets); 4) storing tangible personal property that is not being held for sale; 5) renting safe deposit boxes, vaults, and similar storage facilities; 6) maintaining, servicing, or repairing real property both inside and outside buildings (for example, cleaning, painting, gardening, snow plowing, trash removal, and general repairs); 7) providing parking, garaging, or storing services for motor vehicles; 8) interior decorating and designing; 9) protective or detective services; and 10) entertainment or information services provided by means of telephony or telegraphy.

### **Parts II through V**

If the contract is covered under Tax Law section 5-a, you must mark an **X** in one box in each of these parts. You must also sign and have the certification acknowledged, and complete Schedule A.

### **Schedule A**

#### **Column A – Relationship to the contractor**

The contractor should enter a **C**. It is not necessary for the contractor to complete columns C through E since this information has been provided on page 1.

If the person listed in column B is an affiliate of the contractor, enter an **A**; if a subcontractor, enter an **S**; if an affiliate of a subcontractor, enter **SA**.

#### **Column B – Name**

Enter the exact legal name as registered with the New York Department of State of each corporation or limited liability company. If the person is a partnership or sole proprietor, enter each partner's or the owner's given name. If the person uses a different name or DBA (doing business as), enter that name as well.

#### **Column C – Address**

Enter the street address of the person's principal place of business. Do not enter a PO box.

#### **Column D – ID number**

If the person listed in column B is an individual, enter the social security number of that person. Otherwise enter the employer identification number (EIN) assigned to the person.

#### **Column E – Sales tax ID number**

Enter the sales tax identification number, if different from the federal identification.

#### **Column F – Proof of registration**

Enter **CA** and attach a copy of the certificate of authority for the person.

If the certificate of authority is not readily available and if the person is registered with the Department of Taxation and Finance and has confirmed this status with the DTF, enter **RC**.

**Return a signed and acknowledged original Form ST-220, and a copy, with the contract to the procuring state agency.**

**RFB #OCA/CPA-310  
NYC RECORDS STORAGE  
& RELATED SERVICES**

**BID OPENING: 06/06/05  
11:00 AM**

## **DOCUMENT ENCLOSURE CHECKLIST**

**ALL OF THE FOLLOWING DOCUMENTS AND INFORMATION MUST BE EXECUTED AND RETURNED AS SPECIFIED. FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS OR INFORMATION MAY RESULT IN REJECTION OF THE BIDDER'S PROPOSAL:**

\_\_\_\_\_ **FULLY EXECUTED JUDICIARY REQUEST FOR BID FORM**

\_\_\_\_\_ **FULLY EXECUTED ATTACHMENT I PAGE 3 OF 10**

\_\_\_\_\_ **FULLY EXECUTED ATTACHMENT I PAGE 4 OF 10**

\_\_\_\_\_ **FULLY EXECUTED ATTACHMENT II**

\_\_\_\_\_ **FULLY EXECUTED BID RESPONSE FORM (PAGES 1, 2 AND 3)**

\_\_\_\_\_ **DATABASE SAMPLE PAGE**

**NOTE: ALL DOCUMENTS WHICH REQUIRE SIGNATURES, MUST BEAR THE ORIGINAL SIGNATURE OF THE SAME AUTHORIZED INDIVIDUAL AND SIGNATORY NOTARIZATION MUST BE THAT OF THE PERSON WHOSE SIGNATURE IS AFFIXED TO REQUIRED DOCUMENTS.**

\* \* \* \* GENERAL SPECIFICATIONS \* \* \* \*

**NOTE:** IN ADDITION TO SUCH OTHER SPECIFICATIONS AND CRITERIA PRESENTED HEREIN, THE **NYS UNIFIED COURT SYSTEM STANDARD REQUEST FOR BID CLAUSES & FORMS - ATTACHMENT I AND ATTACHMENT II - CONTRACTOR CERTIFICATION, ST-220** ARE ATTACHED, INCORPORATED AND MADE A PART HEREOF.

**PURPOSE & SCOPE:**

THE NYS OFFICE OF COURT ADMINISTRATION - CONTRACT & PROCUREMENT ADMINISTRATION UNIT (HEREAFTER, OCA/CPA), IS SOLICITING SEALED BIDS ON BEHALF OF THE DEPUTY CHIEF ADMINISTRATIVE JUDGE, NEW YORK CITY COURTS (HEREAFTER DCAJ-NYC) 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.** RELOCATION OF APPROXIMATELY **230,000** CARTONS OF COURT RECORDS CURRENTLY STORED IN NEW YORK CITY (BROOKLYN), NY TO AWARDED BIDDER'S/CONTRACTOR'S SITE FOR STORAGE.
  
- ITEM 2.** APPROXIMATELY 9,000 CARTONS WILL BE PICKED UP, OF WHICH APPROXIMATELY **4,000** WILL BE PACKED AND PREPARED BY THE LOCATION. APPROXIMATELY **5,000** CARTONS WILL BE PACKED AND PREPARED BY THE VENDOR. CARTONS WILL BE PROVIDED BY THE LOCATION.
  
- ITEM 3.** PICK-UP AND TRANSPORTATION OF APPROXIMATELY **9,000** CARTONS PER YEAR TOTAL, FROM APPROXIMATELY THIRTEEN (13) COURT/OFFICE LOCATIONS AT APPROXIMATELY FIFTEEN (15) SEPARATE ADDRESSES THROUGHOUT THE FIVE (5) NEW YORK CITY BOROUGHES (BRONX, QUEENS, KINGS, NEW YORK AND RICHMOND), AS NEEDED.
  
- ITEM 4.** STORAGE OF APPROXIMATELY **230,000 CARTONS CURRENTLY STORED PLUS 9,000 ADDITIONAL ESTIMATED CARTONS** PER YEAR.
  
- ITEM 5.** WEEKLY OR MONTHLY RETRIEVAL (PULLS) AND DELIVERY (ROUND TRIP) OF SPECIFIED **RECORDS/FILES OR CARTONS**.
  
- ITEM 6.** WEEKLY OR MONTHLY RETURN OF **RECORDS/FILES AND CARTONS** FOR INTERFILE.
  
- ITEM 7.** **AVAILABILITY OF** COMPUTERIZED INVENTORY PREPARATION / MANIFEST WITH FULLY SEARCHABLE ON-LINE ACCESS TO RECORD LIST **UPON REQUEST**(FOR LOCATIONS THAT REQUIRE IT).
  
- ITEM 8.** DESTRUCTION OF DOCUMENTS, IF REQUIRED, UPON COURT ORDER.

- ITEM 9.** PREPARATION OF ON-SITE QUANTITIES FOR TRANSFER AT CONTRACT'S END.
- ITEM 10.** PRICING FOR MOVING CARTONS INTER-BUILDING AND INTRA BUILDING (APPROXIMATELY 6,500 HOURS). A PORTION MAY INVOLVE STAIR-CARRY.

**PRE-BID CONFERENCE:**

A PRE-BID CONFERENCE WILL BE CONDUCTED MAY 17, 2005, 2:00 PM (EST) AT THE DCAJ-NYC, 25 BEAVER STREET, 11<sup>TH</sup> FLOOR MAIN CONFERENCE ROOM, ROOM 1106, NEW YORK, NY. WHILE ATTENDANCE IS NOT MANDATORY, INTERESTED BIDDERS ARE **STRONGLY ENCOURAGED TO ATTEND.** ALL QUESTIONS REGARDING THIS RFB MUST BE SUBMITTED **IN WRITING** TO THE ATTENTION OF BETTY FALTERMEIER AT [BFALTERM@COURTS.STATE.NY.US](mailto:BFALTERM@COURTS.STATE.NY.US) OR BY FAX: (518) 869-4735 AND RECEIVED BY CLOSE OF BUSINESS MAY 12, 2005. A PRELIMINARY "Q&A" WILL BE PROVIDED AT THE PRE-BID FOLLOWED BY A COMPLETE COPY THEREAFTER.

**ORIGINAL RFB & REQUIRED COPIES:**

IN ADDITION TO ALL REQUIRED ORIGINAL INK SIGNATURE RFB DOCUMENTS (EXECUTED RFB FORM, NON-COLLUSIVE BIDDER CERTIFICATE, ACKNOWLEDGMENT, BID RESPONSE FORM) AND ANY OTHER REQUIRED DOCUMENTATION, BROCHURES, ETC. **BIDDER MUST INCLUDE FOUR (4) COPIES OF ALL SUCH MATERIAL. FAILURE TO PROVIDE SAME MAY RESULT IN DISQUALIFICATION OF BIDDER'S RESPONSE !!**

**PLEASE NOTE:** COPIES OF THE PROPOSAL SHOULD NOT BE SUBMITTED IN A THREE-RING BINDER, OR IN ANY OTHER BOUND FASHION. PLEASE SUBMIT THE COPIES BOUND ONLY BY RUBBER BANDS, CLIPS OR SIMILAR DEVICES.

COMPLETE THE PAPERWORK ON THE FORMS PROVIDED WITH THIS SOLICITATION. UNLESS OTHERWISE SPECIFIED HEREIN, **DO NOT RETYPE OR AMEND** ANY PORTION OF THIS SOLICITATION. **FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF BIDDER'S RESPONSE.**

**ESTIMATED QUANTITIES:**

ANY QUANTITIES SPECIFIED IN THIS SOLICITATION CONSTITUTE ESTIMATES **ONLY**, AND ACCORDINGLY, NO COMMITMENT OR GUARANTEE TO REACH ANY SPECIFIED VOLUME OF BUSINESS IS MADE OR IMPLIED. ACCORDINGLY, THE AWARD SHALL BE FOR AN **ESTIMATED QUANTITY TERM CONTRACT.**

THE UCS RESERVES THE RIGHT TO ADD ADDITIONAL LOCATIONS WITHIN THE SAME APPROXIMATE GEOGRAPHIC AREA DURING THE TERM OF THIS AGREEMENT.

**CONTRACT PERIOD:**

THE TERM OF THE CONTRACT RESULTING FROM THIS RFB AND AWARD SHALL BE FOR A PERIOD OF FIVE (5) YEARS COMMENCING ON OR ABOUT **JULY 01, 2005 THROUGH JUNE 30, 2010.**

**RENEWAL PERIOD:**

THE DCAJ-NYC RESERVES THE RIGHT TO ONCE RENEW ANY AWARDED CONTRACT FOR AN ADDITIONAL PERIOD OF TWO (2) YEARS UPON WRITTEN NOTIFICATION TO CONTRACTOR. ANY SUCH RENEWAL SHALL BE SUBJECT TO THE APPROVALS OF THE NYS ATTORNEY GENERAL AND COMPTROLLER.

**METHOD OF AWARD:**

A SINGLE CONTRACT WILL BE AWARDED TO THE **LOWEST, RESPONSIBLE** BIDDER DETERMINED TO BE IN COMPLIANCE WITH THIS RFB AND SPECIFICATIONS.

**DETERMINATION OF LOWEST COST:**

EXCEPT AS OTHERWISE NOTED, ALL COST FACTORS STATED HEREIN AND REPRESENTED ON THE ATTACHED BID RESPONSE FORM WILL BE MULTIPLIED BY THE STATED ESTIMATED QUANTITIES TO DETERMINE **TOTAL ESTIMATED COSTS** FOR THE CONTRACT PERIOD. IN THE EVENT OF A BIDDER MISCALCULATION, **UNIT PRICE(S) SHALL PREVAIL.**

**RESPONSIBLE BIDDER:**

“RESPONSIBLE” SHALL BE DEFINED TO INCLUDE, BUT NOT BE LIMITED TO, COMPLIANCE WITH THESE SPECIFICATIONS, REFERENCES, BIDDER'S PERFORMANCE HISTORY, FINANCIAL STABILITY, EXPERIENCE WITH COMPARABLE AWARDS/CONTRACTS AND SERVICING RESOURCES.

**SUBCONTRACTING:**

SUBCONTRACTING SHALL NOT BE PERMITTED EXCEPT FOR THE TRANSPORTATION OF THE CARTONS/FILES, I.E., COMMON CARRIER, ETC.

**PERIODIC INVENTORY:**

AN ANNUAL INVENTORY OF STORED MATERIALS MAY BE SCHEDULED ON CONTRACTOR'S PREMISES **BY PERSONNEL OF THE RESPECTIVE NYC COURT.** IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR(S) TO PROVIDE ADEQUATE STAFF AND EQUIPMENT TO FACILITATE SUCH ACTIVITY (I.E., SCAFFOLDING, MATERIAL HANDLING UNITS).

**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 AS SPECIFIED HEREIN. **ADDITIONALLY**, PRICING SHALL BE SUBMITTED ONLY ON, AND IN THE FORM PRESCRIBED BY, THE BID RESPONSE FORM. **UNLESS SPECIFIED OTHERWISE HEREIN, THERE SHALL BE NO INCREASE IN PRICING THROUGHOUT THE CONTRACT PERIOD, OR ANY RENEWAL THEREOF.** NO ADDITIONAL COSTS BEYOND THE SERVICES SPECIFIED HEREIN SHALL BE PERMITTED BY CONTRACTOR.

**PRICE DECREASES:**

DCAJ, NEW YORK CITY MUST BE NOTIFIED WITHIN 5 BUSINESS DAYS OF ANY DECREASE IN PRICES FOR SERVICES AWARDED, AND SUCH PRICE DECREASES SHALL TAKE EFFECT IMMEDIATELY.

**PRO-RATION OF CHARGES:**

ALL PRICING SHALL BE PRO-RATED PER MONTH FOR CARTONS IN STORAGE FOR LESS THAN A FULL YEAR.

**SITE INSPECTION STORAGE FACILITY:**

WITH RESPECT TO CONDUCTING AN ANALYSIS OF PROPOSALS RECEIVED, **BIDDER'S** PROPOSED STORAGE FACILITY SHALL BE AVAILABLE FOR INSPECTION. SUBSEQUENT TO AWARD, **CONTRACTOR'S** STORAGE FACILITY SHALL BE SUBJECT TO PERIODIC INSPECTION. IN ALL INSTANCES PROPER NOTIFICATION WILL BE COMMUNICATED BY APPROPRIATE COURT PERSONNEL.

**SITE INSPECTION OF COURTS:**

IT IS THE SOLE RESPONSIBILITY OF PROSPECTIVE BIDDERS AND AWARDED CONTRACTOR(S) TO BE FAMILIAR WITH THE PHYSICAL ASPECTS OF THE COURT'S AND OFFICE'S FACILITIES INCLUDING, BUT NOT LIMITED TO, SECURITY, RECEIVING AREA, DELIVERY ACCESS, AVAILABILITY AND USE OF ELEVATORS, ETC. THE SCHEDULE OF NYC COURT LOCATIONS (ATTACHED HERETO) LISTS THE EXACT PICK-UP AND DELIVERY ADDRESSES OF THE NYC COURTS. A WALKTHROUGH WILL BE PROVIDED AT THE COURTS' CONVENIENCE. PLEASE CONTACT MR. NEIL O'BRIEN AT (212) 428-2844 ON OR BEFORE MAY 19, 2005, FOR APPLICABLE TIME(S) AND DATE(S).

**PICK UPS AND DELIVERIES:**

BIDDERS ARE ADVISED THAT INCREASED SECURITY MEASURES ARE IN EFFECT IN MOST COURT FACILITIES AND NO SPECIAL ARRANGEMENTS WILL BE MADE, INCLUDING BUT NOT LIMITED TO, PARKING, LOADING, SECURITY CLEARANCE, WITH RESPECT THERETO.

ACCORDINGLY, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR FAMILIARITY AND COMPLIANCE WITH ANY SUCH SPECIAL SECURITY OR BUILDING ACCESS MEASURES. **NO SPECIAL ARRANGEMENTS WILL BE MADE.**

**COMPLIANCE WITH LAWS:**

CONTRACTORS SHALL BE COMPLIANT WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS.

**LIABILITY - PERSONAL INJURY:**

AWARDED CONTRACTOR SHALL HOLD HARMLESS THE STATE OF NEW YORK, THE UNIFIED COURT SYSTEM (HEREAFTER, UCS) AND RELATED COURTS AND OFFICES WITH RESPECT TO ANY INJURIES SUSTAINED BY ANY OF CONTRACTOR'S EMPLOYEES OR AGENTS DURING THE PERFORMANCE OF THE CONTRACT.

**VENDOR LIABILITY - DAMAGES/THEFT/LOSS:**

CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES CAUSED TO THE FACILITIES, FURNISHINGS OR EQUIPMENT OF THE COURTS OR OFFICES. SHOULD SUCH DAMAGES OCCUR, REPAIRS OR REPLACEMENTS SHALL BE PERFORMED TO THE SATISFACTION OF THE RESPECTIVE COURT OR OFFICE FULLY AT THE EXPENSE OF THE CONTRACTOR. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY THEFT, LOSS OR DAMAGE OF ANY MATERIAL(S) REFERENCED HEREIN WHILE IN CONTRACTOR'S POSSESSION WHICH SHALL COMMENCE UPON PICK UP.

**PROOF OF INSURANCE COVERAGE:**

AWARDED CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF OF ADEQUATE LIABILITY AND COMPREHENSIVE INSURANCE COVERAGE IN THE FORM OF A CERTIFICATE OF INSURANCE. **A MINIMUM OF \$1,000,000.00 IS REQUIRED.** A PHOTOCOPY OF SUCH CERTIFICATE IS ACCEPTABLE.

**STORAGE FACILITY:**

THE CONTRACTOR'S STORAGE AREA IS TO BE MAINTAINED IN A CLEAN, DRY, SAFE MANNER, BE FREE OF ANY INFESTATION (WITH PERIODIC TREATMENT BY A PROFESSIONAL SERVICE) AND SHALL BE SUBJECT TO PERIODIC INSPECTION BY UCS PERSONNEL. 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 ALL NYS FIRE AND LOCAL BUILDING CODES AND "UCS RECORDS MANAGEMENT POLICY #1.0

(ATTACHMENT III)". **BIDDERS MUST INCLUDE ALL PARTICULARS REGARDING THE PHYSICAL ASPECTS OF THE INTENDED STORAGE SITE.**

**CONTRACTOR INVOICING:**

ON A MONTHLY BASIS, CONTRACTOR SHALL PREPARE A SUMMARY INVOICE WHICH ACCURATELY REFLECTS FOR EACH COURT OR OFFICE **ALL ACTIVITY** WITHIN THE PERIOD AND TRANSMIT SAME TO EACH RESPECTIVE COURT BY THE TENTH (10TH) BUSINESS DAY OF THE FOLLOWING MONTH. INVOICES MUST CLEARLY IDENTIFY SPECIFIC COURT/OFFICE, ADDRESS, PERIOD COVERED, SERVICES PROVIDED, CONTRACT BILLING RATE(S), ETC. AND BE ACCOMPANIED BY ALL APPLICABLE RECEIPTS, ETC. STORAGE RATES PER CARTON SHALL BE PRO-RATED.

**PAYMENTS:**

ALL PAYMENTS DUE CONTRACTOR WILL BE PROCESSED MONTHLY IN A TIMELY MANNER UPON RECEIPT OF ACCURATE AND PROPERLY EXECUTED INVOICES FROM THE CONTRACTOR. **NOTE: PAYMENTS WILL ONLY BE PROCESSED FOR SERVICES COVERED BY THE RESULTING CONTRACT.**

PERFORMANCE OF ANY OTHER SERVICES BY CONTRACTOR SHALL BE WHOLLY AT THEIR OWN RISK!

**MATERIAL HANDLING EQUIPMENT:**

CONTRACTOR WILL BE FULLY RESPONSIBLE FOR PROVIDING ANY AND ALL MATERIAL HANDLING EQUIPMENT (I.E., HANDCARTS, PLATFORM DOLLIES, PALLETS, ETC.).

**COURT & OFFICE PERSONNEL:**

EXCEPT WHERE NOTED AS AN OPTION BY UCS PERSONNEL, **UNDER NO CIRCUMSTANCES** SHALL ANY PERSONNEL EMPLOYED BY THE COURTS AND OFFICES OF THE UCS PERFORM, OR ASSIST IN THE PERFORMANCE OF, ANY OF THE SERVICES REQUIRED OF THE CONTRACTOR. CONTRACTOR SHALL AT ALL TIMES BE RESPONSIBLE FOR ASSIGNING AN ADEQUATE NUMBER OF QUALIFIED PERSONNEL FOR THE SERVICES PRESCRIBED BY THE RFB AND SUBSEQUENT CONTRACT.

**UCS RECORDS/MATERIAL:**

ALL RECORDS AND MATERIAL 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** AT SUCH CHARGES SPECIFIED IN THE AWARD AND RESULTING CONTRACT.

**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 DCAJ-NYC. 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 DCAJ-NYC AND MAY SUBJECT THE BIDDER TO FURTHER PENALTIES.

**CONVERSION PERIOD:**

SHOULD A CHANGE OF CONTRACTOR OCCUR, **IT WILL BE PERFORMED IN A SMOOTH, PROFESSIONAL MANNER BY ALL PARTIES** WITHIN AN AGREED TIME FRAME. IT IS ESTIMATED THAT THE APPROXIMATELY **230,000** CARTONS CURRENTLY IN STORAGE WILL REQUIRE APPROXIMATELY **550 - 600 FULL TRAILER LOADS TO COMPLETE TRANSFER AND SHOULD BE COMPLETED WITHIN 12 - 16 WEEKS.** ANY CHANGE TO THIS SCHEDULE WILL REQUIRE APPROVAL OF THE DCAJ, NEW YORK CITY.

**ACCOUNTABILITY:**

SHOULD A CHANGE OF CONTRACTOR(S) OCCUR, EACH PARTY WILL BE RESPONSIBLE FOR THE ACCOUNTABILITY (LOCATION) OF EACH CARTON AND ITEM AS FOLLOWS;

**THE CURRENT (DELIVERING) CONTRACTOR** WILL BE RESPONSIBLE FOR KNOWING THE LOCATION OF ALL MATERIALS, ENSURING THAT THE CARTONS ARE IN GOOD PHYSICAL CONDITION AND PROVIDING A CURRENT, ACCURATE INVENTORY UP TO THE POINT OF TRANSFER AND SIGNATORY ACCEPTANCE OF SAME BY THE NEW (RECEIVING) CONTRACTOR.

**THE NEW (RECEIVING) CONTRACTOR(S)**, ONCE IN THEIR POSSESSION, WILL BE RESPONSIBLE FOR KNOWING THE LOCATION OF ALL MATERIALS FOR WHICH THEY HAVE GIVEN SIGNATORY ACKNOWLEDGMENT FOR, AND RECEIPT THEREOF TO THE PRIOR CONTRACTOR.

**IMPORTANT:** IN ALL INSTANCES, BOTH PARTIES WILL BE RESPECTFUL OF THE MATERIAL IN QUESTION AND PERFORM IN A COOPERATIVE MANNER AND KEEP THE RESPECTIVE COURTS INFORMED OF WHAT MATERIAL HAS BEEN TRANSFERRED AND RECEIVED BY WHOM, WHEN AND WHERE IT IS CURRENTLY LOCATED; DOCKSIDE, LOADING, EN ROUTE TO NEW LOCATION(S), RECEIVED AT NEW LOCATION(S).

**QUALIFICATIONS OF BIDDERS:**

BIDS WILL RECEIVE CONSIDERATION ONLY FROM THOSE BIDDERS WHO HAVE BEEN OPERATING A STORAGE FACILITY FOR A **MINIMUM** OF THREE (3) YEARS AND **CURRENTLY** SERVE A CLIENT BASE IN NEW YORK STATE. BIDDER MUST HAVE COMPLIANT, CURRENT FACILITIES, OR WHICH WILL BE FULLY OPERATIONAL PRIOR TO CONTRACT COMMENCEMENT DATE (JUNE 01, 2005), TO ADEQUATELY ADDRESS THE SCOPE OF NEED SPECIFIED HEREIN.

**REFERENCES:**

A MINIMUM OF **FOUR (4) REFERENCES** MUST BE PROVIDED, WITH NAME OF CLIENT, CONTACT PERSON, PHONE NUMBER/E-MAIL ADDRESS AND SIZE OF ACCOUNT.

**IMPLIED REQUIREMENTS:**

PRODUCTS AND SERVICES THAT ARE NOT SPECIFICALLY REQUESTED IN THIS RFB, BUT WHICH ARE NECESSARY TO PROVIDE THE FUNCTIONAL CAPABILITIES PROPOSED BY THE BIDDER, SHALL BE INCLUDED IN THE OFFER.

**SILENCE OF SPECIFICATIONS:**

THE APPARENT SILENCE OF THE SPECIFICATIONS CONTAINED AS A PART OF THIS PACKAGE AS TO ANY DETAIL OR TO THE APPARENT OMISSION OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THIS STATEMENT.

**SUBMISSION OF BID PAPERWORK:**

BID RESPONSES MUST BE IN ENGLISH.

**PLEASE READ “BID INSTRUCTIONS - GENERAL REQUIREMENTS” ON THE BID INSTRUCTION PAGE OF THE PROCUREMENT & CONTRACT OPPORTUNITIES SITE CAREFULLY.**

ALL BIDS AND PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE, PACKAGE OR CARTON AND MARKED IN LARGE BLOCK LETTERS ON TWO (2) SIDES:

**“SEALED BID - DELIVER IMMEDIATELY”**

THE LOWER LEFT CORNER MUST BE MARKED:

**“BID - DO NOT OPEN  
OCA/C&PA - 310  
DUE DATE: 06/06/05  
TIME: 11:00 AM “**

AND RECEIVED **ON OR BEFORE** JUNE 6, 2005 11:00 AM (EST) TO THE ATTENTION OF:

BETTY FALTERMEIER  
COURT ANALYST  
NYS OFFICE OF COURT ADMINISTRATION  
CONTRACT AND PROCUREMENT ADMINISTRATION  
42 KARNER ROAD  
ALBANY, NY 12205

**COMMUNICATIONS - IMPORTANT!!:**

**EXCEPT FOR THE ARRANGEMENTS OF SITE VISITS ADDRESSED PREVIOUSLY HEREIN, ANY AND ALL CONTACT OR QUESTIONS BY BIDDERS CONCERNING THIS SOLICITATION SHALL BE DIRECTED IN WRITING SOLELY TO BETTY FALTERMEIER BY MAIL AT THE ABOVE ADDRESS, FAX TO (518) 869-4735 OR EMAIL TO BFALTERM@COURTS.STATE.NY.US. WITH THE SUBJECT LINE : "**OCA/CPA-310**".** QUESTIONS RAISED, AND RESPONSES THERETO , DURING ANY SITE VISIT SHALL BE RESTRICTED TO SITE-SPECIFIC INFORMATION ONLY (I.E. ELEVATORS, PARKING, LOADING AREAS, CLEARANCES). **ANY VIOLATION OF THE ABOVE MAY RESULT IN REJECTION OR DISQUALIFICATION OF BIDDER!**

**\*\*\* DETAILED SPECIFICATIONS \*\*\***

**NOTE:** IN ADDITION TO SUCH OTHER SPECIFICATIONS AND CRITERIA PRESENTED HEREIN, THE NYS UNIFIED COURT SYSTEM RECORDS MANAGEMENT POLICY #1.0 - MAY 7, 1990 (ATTACHMENT III) IS ATTACHED HERETO AND MADE A PART HEREOF.

**HANDLING AND STORAGE OF COURT RECORDS:**

**PLEASE NOTE:** THE COURT FILES./ CARTONS , FILES, ETC. ARE OFFICIAL AND CONFIDENTIAL COURT DOCUMENTS WHICH SHALL AT ALL TIMES BE HANDLED AND TREATED AS SUCH ONLY BY THE CONTRACTOR'S AUTHORIZED EMPLOYEES, AGENTS, ETC.

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: 12 1/4" W X 15 3/4" L X 10" H (ONE CUBIC FOOT - STANDARD "BANKER'S BOX").

**SERVICE PERIOD:**

ALL SERVICES SPECIFIED HEREIN SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS; MONDAY-FRIDAY, **9:00 AM - 4:00 PM** EXCEPT:

- A) LEGAL HOLIDAYS OF THE UCS. ANNUAL SCHEDULE TO BE PROVIDED CONTRACTOR.
- B) ANY SPECIAL CONDITIONS GOVERNING ACCESS TO THE RESPECTIVE NYC LOCATIONS.

**STORAGE FACILITY:**

THE CONTRACTORS FACILITY MUST PROVIDE THE APPROPRIATE ENVIRONMENTAL AND RECORDS MANAGEMENT RESOURCES FOR STORING COURT RECORDS. THE FACILITY MUST COMPLY WITH THE REQUIREMENTS OF THE UCS' RECORDS MANAGEMENT POLICY #1 (ATTACHMENT III) AND OTHER CONDITIONS AS MAY BE NOTED HEREIN.

1. **PHYSICAL EXTERIOR/INTERIOR STRUCTURES:**

- A) EXTERIOR OF THE BUILDING:
  - MEETS LOCAL BUILDING CODES,
  - CONSTRUCTED WITH NONCOMBUSTIBLE OR FIRE-RESISTANT MATERIAL
  - HAS A LEAK-FREE ROOF, FOUNDATION WITH NO DAMAGE, AND A DRAINAGE SYSTEM THAT TAKES WASTEWATER AWAY FROM THE BUILDING IS NOT LOCATED IN A FLOOD ZONE

B) INTERIOR OF THE BUILDING:

- MEETS ALL APPLICABLE BUILDING, FIRE AND SAFETY CODES
- MEETS OR EXCEEDS STANDARDS FOR VENTILATION AND AIR EXCHANGE SYSTEMS
- CONTAINS NO DUST, DIRT, VERMIN, BIRDS, MOLD, MILDEW, RODENTS OR OTHER ENVIRONMENTAL HAZARDS TO 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. RECORDS STORAGE REQUIREMENTS:

A) TEMPERATURE AND HUMIDITY CONTROLS:

- ARE MAINTAINED FOR PAPER RECORDS AT A TEMPERATURE RANGE OF 70° F +/- 2° F. DAILY FLUCTUATIONS SHOULD BE AT MINIMUM ±5%. RELATIVE HUMIDITY SHOULD BE BETWEEN 45-55% WITH A 2% MAXIMUM DAILY FLUCTUATION.

3. SECURITY:

- MUST BE PROVIDED BY MAKING SURE ALL DOORS ARE LOCKED AND THE DISTRIBUTION OF KEYS ARE LIMITED TO ONLY AUTHORIZED PERSONNEL. AN INDEPENDENTLY MONITORED INTRUSION AND FIRE ALARM SYSTEM SHALL BE OPERATIONAL 24/7.

SERVICES TO BE PERFORMED:

ITEM 1. RELOCATION OF CURRENT CARTONS:

THERE ARE CURRENTLY AN **ESTIMATED 230,000 CARTONS** OF NYC COURT RECORDS IN A STORAGE FACILITY IN NEW YORK CITY, NY. THE CARTONS MUST BE RELOCATED TO AWARDED CONTRACTOR'S FACILITY SHOULD A NEW CONTRACTOR BE AWARDED. BIDDERS ARE ADVISED THAT AWARDED CONTRACTOR WILL BE PROVIDED AN UP-TO-DATE INVENTORY OF THE CARTONS PRIOR TO THE ACTUAL DATE OF RELOCATION. BIDDERS ARE TO ADDRESS ONLY THE PICK-UP FROM CURRENT CONTRACTOR'S DOCK, TRANSPORTATION AND DELIVERY INTO STORAGE AT THEIR FACILITY OF THIS MATERIAL.

**NOTE:** AWARDED CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AN ADEQUATE QUANTITY OF EXCHANGE PALLETS FOR THIS PURPOSE.

**BASIS OF COSTS:** ALL CHARGES ASSOCIATED WITH SERVICES DESIGNATED ABOVE SHALL BE QUOTED ON A COST PER CARTON BASIS.

SUBSEQUENT TO DELIVERY INTO NEW CONTRACTOR'S FACILITY, THE CARTONS IN QUESTION WILL REMAIN THROUGHOUT THE TERM OF THIS CONTRACT AND SHALL BE STORED AT AN ANNUAL RATE COMMENSURATE WITH THAT SPECIFIED FOR #4 STORAGE AT CONTRACTOR'S FACILITY.

**ITEM 2: PREPARATION FOR STORAGE:**

AS PREVIOUSLY STATED, APPROXIMATELY 9,000 CARTONS PER YEAR ARE GENERATED FROM THE VARIOUS NYC COURTS FOR STORAGE. PREPARATION OF THE DOCUMENTS BY AWARDED CONTRACTOR SHALL INCLUDE:

- \*A. UNPACKING AND/OR REMOVAL IF NECESSARY, OF FILES FROM PRESENT STORAGE MEDIA (I.E., BOXES, FILE CABINETS, ETC.).
- \*B. INVENTORYING AND INDEXING OF NOTES DESIGNATING AS A MINIMUM, NAME OF COURT OR OFFICE AND COUNTY.
- \*C. RE-BOXING OF FILES AND EXTERIOR LABELING AS TO CONTENTS. LABELING SHALL CLEARLY INDICATE NAME OF COURT OR OFFICE, COUNTY, "FROM" - "TO" DATES AND CARTON NUMBER.
- D. PROVIDE A COPY OF THE INVENTORY/INDEXING OF EACH CARTON (BOX) TO DESIGNATED PERSON(S) OF EACH COURT/OFFICE. IN ADDITION TO THE INFORMATION DESIGNATED UNDER "B" ABOVE, DOCUMENT SHALL ALSO CLEARLY NOTE THE NAME OF THE CONTRACTOR'S EMPLOYEE, AGENT, ETC. WHO INVENTORIED AND PACKED THE BOX AND THE DATE OF SAME. **THESE CARTONS WILL BE PACKED BY THE COURT/LOCATION.** ESTIMATED QUANTITY - 4,000 CARTONS.
- E. TOTAL PREPARATION INCLUDING ITEM D ABOVE, REMOVAL FROM SHELVES, PACKING CARTONS AND CREATING INDICES. ESTIMATED QUANTITY 5,000 CARTONS.

\* **NOTE:** THE CURRENT, TRANSFER INVENTORY IS ALREADY IN STORAGE CONTAINERS AND "A", "B", OR "C" WILL NOT BE REQUIRED EXCEPT, WHERE THE CURRENT CARTON IS DAMAGED, THEREFORE "A", "B" AND "C" WILL BE QUOTED AS SEPARATE ITEMS AND NOT INCLUDED IN THE TOTALS.

**BASIS OF COSTS:** CHARGES ASSOCIATED WITH SERVICES DESIGNATED ABOVE SHALL BE QUOTED ON A COST PER CARTON BASIS.

**ITEM 3. PICK-UP (REMOVAL) & TRANSPORTATION:**

CONTRACTOR SHALL, THROUGHOUT ANY PERIOD AWARDED CONTRACT IS IN FORCE, AND UPON COMPLETION OF THE STEPS NOTED IN TWO (2): PREPARATION FOR STORAGE, PICK-UP FROM EACH OF APPROXIMATELY THIRTEEN (13) COURT/OFFICE LOCATIONS AT APPROXIMATELY FIFTEEN (15) SEPARATE ADDRESSES THROUGHOUT THE FIVE (5) BOROUGHES SUCH QUANTITY OF CARTONS AS MAY BE REQUIRED AND

TRANSPORT SAME TO CONTRACTOR'S FACILITY. **THE ACTUAL SCHEDULE OF PICK-UPS MAY BE AS MUTUALLY AGREED UPON BY THE NYC COURTS AND THE CONTRACTOR.**

**NOTE: SUBSEQUENT TO EACH PICK-UP, CONTRACTOR SHALL PROVIDE A COMPUTER PRINT-OUT OF ALL TO-DATE STORED ITEMS TO EACH COURT FOR WHICH A PICK-UP WAS PERFORMED.**

ANNUAL QUANTITY IS ESTIMATED TO BE 9,000 CARTONS.

PICK-UP AND TRANSPORTATION SHALL BE PERFORMED ONLY BY AUTHORIZED EMPLOYEES, AGENTS, ETC. OF THE CONTRACTOR AND WITH VEHICLES OWNED/LEASED AND OPERATED BY CONTRACTOR.

BIDDERS ARE ADVISED THAT INCREASED SECURITY MEASURES ARE IN EFFECT IN MOST COURT FACILITIES AND NO SPECIAL ARRANGEMENTS WILL BE MADE, INCLUDING BUT NOT LIMITED TO, PARKING, LOADING, CLEARANCE. ACCORDINGLY, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR FAMILIARITY WITH PHYSICAL ASPECTS OF EACH LOCATION AND COMPLIANCE WITH ANY SUCH SPECIAL BUILDING SECURITY OR ACCESS MEASURES.

**BASIS OF COSTS:** CHARGES ASSOCIATED WITH PICK-UP TRANSPORTATION SERVICES SHALL BE QUOTED ON A COST PER CARTON BASIS.

**ITEM 4. STORAGE AT CONTRACTOR'S FACILITY:**

CONTRACTOR SHALL STORE SUCH QUANTITY PURSUANT TO "ITEM 1" TOGETHER WITH SUCH QUANTITY(S) PURSUANT TO "ITEM 3" DURING THE CONTRACT TERM, RENEWAL OR EXTENSION THEREOF.

**NOTE:** QUANTITY TO BE INVOICED MONTHLY SHALL BE DETERMINED BY THE INVENTORY ON-HAND ON THE LAST BUSINESS DAY OF EACH MONTH.

THE FACILITY SHALL BE MAINTAINED AND SUBJECT TO INSPECTION AS PREVIOUSLY NOTED IN THE GENERAL SPECIFICATIONS OF THIS RFB.

**BASIS OF COSTS:** CHARGES ASSOCIATED WITH THE STORAGE OF CARTONS (BOXES) SHALL BE QUOTED ON A COST PER CARTON PER YEAR.

**ITEM 5. SEARCHES, RETRIEVAL & DELIVERY:**

RETRIEVALS, DELIVERY AND RETURN TO APPROPRIATE STORAGE (ROUND TRIP) OF SPECIFIC NOTES, FILES OR CARTON(S) SHALL BE PRICED ON A ROUND TRIP BASIS, NOT WITHSTANDING THE TIME FRAME THE FILE IS IN THE COURT/LOCATION'S POSSESSION. THERE SHALL BE NO ADDITIONAL OR SEPARATE CHARGES FOR THE RETURN OF SUCH ITEMS TO THE INVENTORY. ANY SUCH RETRIEVALS SHALL BE SOLELY UPON THE

WRITTEN AUTHORIZATION OF THE APPROPRIATE COURT/OFFICE PERSONNEL SO DESIGNATED. THE FORM OF SUCH WRITTEN AUTHORIZATION SHALL BE AS AGREED BY THE DCAJ-NYC AND THE AWARDED CONTRACTOR.

RETRIEVAL AND DELIVERY TO THE REQUESTING LOCATION SHALL BE ACCOMPLISHED WITHIN THREE (3) BUSINESS DAYS SUBSEQUENT TO RECEIPT OF WRITTEN AUTHORIZATION BY CONTRACTOR. DELIVERIES EXCEEDING THIS TIME PERIOD MAY BE SUBJECT TO A 10% PER DAY REDUCTION IN THE RETRIEVAL FEE UNLESS ALTERNATE PRIOR ARRANGEMENTS HAVE BEEN MADE WITH THE LOCATION. **A UNIFORM RETRIEVAL/DELIVERY REQUEST FORM SHALL BE ADOPTED AND USED.** OCCASIONALLY, THERE MAY BE A NEED TO RETRIEVE AND DELIVER NOTES ON OVERNIGHT STATUS.

LOCATIONS SHALL NOT BE CHARGED FOR UNSUCCESSFUL SEARCHES OF MATERIALS ON RECORD AS BEING STORED AT THE FACILITY. (SEE ACCOUNTABILITY - PAGE 8)

ESTIMATED **YEARLY** RETRIEVALS (FILES) ARE **17,000 RECORDS/FILES. FILES.**  
ESTIMATED **YEARLY** RETRIEVALS (CARTONS) ARE **500 CARTONS.**  
ESTIMATED **YEARLY** RUSH RETRIEVALS ARE **1,500 FILES.**

**BASIS OF COSTS:** CHARGES FOR THE RETRIEVALS (PULLS), DELIVERY AND RETURN TO STORAGE OF SPECIFIC FILES OR CARTON(S) SHALL BE QUOTED ON A COST PER FILE OR CARTON PER ROUND TRIP BASIS INCLUDING ALL RELATED CHARGES (PHYSICAL OR ADMINISTRATIVE). THE ROUND-TRIP PRICING SHALL INCLUDE RE-FILING IN THE ORIGINAL CARTON. WHILE THE LOCATION RETAINS THE RECORD PRIOR TO RETURN, THE STORAGE FEE FOR THE CARTON MAY BE APPLIED.

**ITEM 6. ADDITIONS TO PREVIOUSLY STORED CARTONS:**

LOCATIONS MAY HAVE INDIVIDUAL FILES/FOLDERS THAT MUST BE FILED SEQUENTIALLY IN CARTONS THAT HAVE BEEN PREVIOUSLY STORED.

ESTIMATED **YEARLY** ADDITIONS TO EXISTING CARTONS ARE **6,000 FILES.**

**BASIS OF COSTS:** CHARGES FOR ITEM 6 SHALL BE ON A COST PER FILE BASIS AND INCLUSIVE OF ALL CHARGES.

**ITEM 7. COMPUTERIZED INVENTORY & SEARCHABLE ON-LINE ACCESS TO RECORDS:**

IN ADDITION, AND SUBSEQUENT TO THE MANUAL INVENTORIES COMPLETED PURSUANT TO **#2. PREPARATION FOR STORAGE,** CONTRACTOR SHALL PREPARE A COMPLETE COMPUTERIZED, **DETAILED,** ANNUAL INVENTORY 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

AND BE UPDATED ON A QUARTERLY BASIS WITH TWO (2) COPIES OF SUCH UPDATES ALSO TRANSMITTED TO THE RESPECTIVE COURT/OFFICE AND SHALL BE AVAILABLE "ON-LINE" **IN A COMPREHENSIVE, FULLY SEARCHABLE DATABASE ON A SECURE SITE** AVAILABLE TO ANY UCS AUTHORIZED PERSON AT NO ADDITIONAL CHARGE. PLEASE **ATTACH A SINGLE PAGE COPY** OF THE INFORMATION AVAILABLE ON THE INVENTORY DATABASE AND "ON-LINE" DATABASE.

**ITEM 8. DESTRUCTION OF DOCUMENTS:**

DESTRUCTION OF DOCUMENTS, **IF REQUIRED**, SHALL BE SOLELY UPON THE WRITTEN AUTHORIZATION OF THE APPROPRIATE COURT OR OFFICE PERSONNEL. SUCH WRITTEN AUTHORIZATION (I.E. "UCS ORDER OF DESTRUCTION") SHALL BE AS AGREED BY THE DCAJ-NYC AND THE AWARDED CONTRACTOR. METHOD OF DESTRUCTION SHALL BE BY CROSS-CUT/ DIAMOND SHREDDING.

**BASIS OF COSTS:** CHARGES ASSOCIATED WITH THIS SERVICE SHALL BE QUOTED ON A COST PER CARTON BASIS AND INCLUSIVE OF ALL RELATED SERVICES.

**ITEM 9. TRANSFER PREPARATION:**

UPON THE EXPIRATION OF AWARDED CONTRACT (ON/ABOUT MAY 31, 2010, OR ANY RENEWAL OR EXTENSION THEREOF), CONTRACTOR SHALL PREPARE ALL STORED, TO-DATE CARTONS FOR POSSIBLE 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 LIMITED TO, PALLETIZING AND LOAD-TAGGING OF CARTONS, DELIVERY TO THE CURRENT 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.**

**BASIS OF COSTS:** CHARGES ASSOCIATED WITH SERVICES DESIGNATED ABOVE SHALL BE QUOTED ON A COST PER CARTON BASIS.

**ITEM 10. INTER AND INTRA BUILDING MOVES:**

PRICING FOR MOVING CARTONS INTER-BUILDING AND INTRA BUILDING (APPROXIMATELY 6,100 HOURS). A PORTION MAY INVOLVE STAIR-CARRY.

**BASIS OF COSTS:** CHARGES ASSOCIATED WITH SERVICES DESIGNATED ABOVE SHALL BE QUOTED ON A COST PER PERSON HOUR BASIS.

## **LISTING OF CURRENT NYC COURT LOCATIONS**

### **NEW YORK COUNTY**

NY COUNTY CLERK  
60 CENTRE STREET

SUPREME CRT-CRIMINAL TERM:  
100 CENTRE STREET  
111 CENTRE STREET

NY COUNTY CLERK FACILITY  
31 CHAMBERS STREET

FAMILY COURT:  
60 LAFAYETTE STREET

### **BRONX COUNTY**

SUPREME COURT CRIMINAL TERM:  
851 GRAND CONCOURSE  
215 E. 161 STREET

FAMILY COURT:  
900 SHERIDAN AVE.

### **KINGS COUNTY (BROOKLYN)**

KINGS COUNTY CLERK:  
360 ADAMS STREET

SUPREME COURT-CRIMINAL TERM:  
320 JAY ST. (JUNE 2005)

FAMILY COURT:  
330 JAY ST. (JUNE 2005)

### **QUEENS COUNTY**

QUEENS COUNTY CLERK  
88-11 SUTPHIN BOULEVARD, JAMAICA

FAMILY COURT:  
151-20 JAMAICA AVE.

### **RICHMOND COUNTY (STATEN ISLAND)**

SUPREME COURT CRIMINAL TERM:  
18 RICHMOND TERRACE  
STATEN ISLAND

FAMILY COURT  
100 RICHMOND TERRACE  
STATEN ISLAND

### **NOTE:**

BIDDERS ARE ADVISED THAT A LIMITED NUMBER OF NEW, ADDITIONAL PICK UP LOCATIONS ARE ANTICIPATED DURING THE TERM OF THIS CONTRACT. SUCH ADDITIONAL LOCATIONS WILL BE IN THE SAME GENERAL GEOGRAPHIC AREAS AS INDICATED HEREIN.

**BID RESPONSE FORM INSTRUCTIONS:**

COMPLETE ALL FIELDS (EXCEPT FOR GREY AREAS) AS FOLLOWS:

1. RELOCATION                      UNIT PRICE X EST. QTY = TOTALS
  
2. PREP/CTN  
    ITEMS A THROUGH C - UNIT PRICE ONLY  
    ITEM "D"      UNIT PRICE X EST. QTY = SUB TOTAL X 5 YEARS = TOTALS  
    ITEM "E"      UNIT PRICE X EST. QTY = SUB TOTAL X 5 YEARS = TOTALS  
    "TOTAL ITEM 2" = SUM OF ITEM "D" AND ITEM "E"
  
3. P/U & TRANSPORT      UNIT PRICE X EST. QTY = SUB TOTAL X 5 YEARS = TOTALS
  
4. STORAGE                      UNIT PRICE X EST. QTY = TOTALS  
  FOR EACH YEAR 1 THROUGH 5  
  RENEWAL YEAR 1 AND 2 - UNIT PRICE ONLY  
  "TOTAL ITEM 4" = SUM OF TOTALS YEAR 1 THROUGH YEAR 5
  
5. RETRIEVALS/FILE      UNIT PRICE X EST. QTY = SUB TOTAL X 5 YEARS = TOTALS  
    RUSHES/FILE              UNIT PRICE X EST. QTY = SUB TOTAL X 5 YEARS = TOTALS  
    RETRIEVAL/CARTON      UNIT PRICE X EST. QTY = SUB TOTAL X 5 YEARS = TOTALS  
  "TOTAL ITEM 5" = SUM OF RETRIEVALS AND RUSHES
  
6. ADDITIONS TO CTNS      UNIT PRICE X EST. QTY = SUB TOTAL X 5 YEARS = TOTALS
  
7. NO COSTS ASSOCIATED WITH ITEM 7.
  
8. DESTRUCTION              UNIT PRICE X EST. QTY = SUB TOTAL X 5 YEARS = TOTALS  
  UNIT COST PER POUND
  
9. TRANSFER PREP          UNIT PRICE X EST. QTY = TOTALS
  
10. INTER/INTRA BUILDING  
    CARTON MOVES          UNIT PRICE X EST. QTY. = TOTALS

GRAND TOTAL = SUM OF THE TOTALS OF ITEM 1 THROUGH ITEM 10

RFB #OCA/CPA-310  
 NYC RECORDS STORAGE  
 & RELATED SERVICES

BID OPENING: 06/06/05  
 11:00 A.M.

\*\*\* BID RESPONSE FORM \*\*\*

**NOTE: PRICING FOR ITEMS MUST INCLUDE ALL ASSOCIATED FEES (PHYSICAL AND ADMINISTRATIVE) EXCEPT AS SPECIFIED OTHERWISE HEREIN.**

**ITEM 1. RELOCATION OF CURRENTLY STORED CARTONS**

**ITEM 2. PREPARATION FOR STORAGE**

**ITEM 3. PICK-UP (REMOVAL FROM COURTS) & TRANSPORTATION:**

**ITEM 4. STORAGE AT CONTRACTOR'S FACILITY:**

COST PER CARTON PER YEAR:

YEAR 1      **239,000** CARTONS (INITIAL 230,000 + 9,000 PER YEAR ADDITIONAL EST.)

YEAR 2      **248,000** CARTONS

YEAR 3      **257,000** CARTONS

YEAR 4      **266,000** CARTONS

YEAR 5      **275,000** CARTONS

YEAR 1      **284,000** CARTONS - 1<sup>ST</sup> YEAR RENEWAL, IF APPLICABLE

YEAR 2      **293,000** CARTONS - 2<sup>ND</sup> YEAR RENEWAL, IF APPLICABLE

**ITEM 5. SEARCHES, RETRIEVALS & DELIVERY (ROUND TRIP):**

RETRIEVALS - COST PER SPECIFIC **RECORD/FILE(S)**

RETRIEVALS - COST PER CARTON

RUSHES - RETRIEVAL AND DELIVERY OVERNIGHT

**ITEM 6. ADDITIONS TO PREVIOUSLY STORED CARTONS:**

COST PER FILE

**ITEM 7. COMPUTERIZED INVENTORY:**

COPY OF A SINGLE SAMPLE PAGE OF THE INVENTORY. THERE IS **NO COST** ASSOCIATED WITH THIS ITEM.

**ITEM 8. DESTRUCTION OF DOCUMENTS, IF REQUIRED:**

TOTAL COST PER CARTON (30 POUND ESTIMATE) FOR ESTIMATED 50 CARTONS/YEAR

**ITEM 9. TRANSFER PREPARATION (END OF CONTRACT/RENEWALS):**

COST PER CARTON INCLUDING ALL ASSOCIATED FEES (PHYSICAL AND ADMINISTRATIVE).

COST PER POUND FOR DESTRUCTION (**COST PER POUND NOT CALCULATED** IN TOTAL)

**ITEM 10. INTER/INTRA MOVES OF CARTONS:**

COST PER MAN HOUR FOR MOVING CARTONS INTER/INTRA BUILDING.

**GRAND TOTAL-** ITEMS 1 THROUGH 10 (EXCEPT WHERE SPECIFIED AS **NOT CALCULATED** IN TOTAL)

REFER TO SPECIFICATIONS FOR DESCRIPTION OF ITEMS. PLEASE LEAVE GREY AREAS BLANK.

DESCRIPTION	UNIT PRICE	EST. QTY	SUB TOTAL	TIMES (5) YEARS	TOTALS
1. RELOCATION		230,000 CTNS.			
2. PREPARATION/CARTON		9,000 CTNS			
** ITEM "A"					
**ITEM "B"					
**ITEM "C"					
ITEM "D"		4,000 CTNS			
ITEM "E"		5,000 CTNS			
<b>TOTAL ITEM 2</b>					
3. P/U & TRANSPORTATION		9,000 CTNS			
4. STORAGE YEAR 1		239,000 CTNS			
STORAGE YEAR 2		248,000 CTNS			
STORAGE YEAR 3		257,000 CTNS			
STORAGE YEAR 4		266,000 CTNS			
STORAGE YEAR 5		275,000 CTNS			
RENEWAL YEAR 1*		284,000 CTNS			
RENEWAL YEAR 2*		293,000 CTNS			
<b>TOTAL ITEM 4</b>	<i>*RENEWAL PRICE MAY NOT BE GREATER THAN CONTRACT YEAR 5.</i>				
5. SEARCHES/RETRIEVAL					
RETRIEVALS/FILE		17,000 FILES			
RUSHES/FILE		1,500 FILES			
RETRIEVALS/CTN		500 CTNS			
<b>TOTAL ITEM 5</b>					
6. ADDITIONS TO PREVIOUSLY STORED CARTONS					
ADDITIONS/FILE		6,000 FILES			
<b>TOTAL ITEM 6</b>					
7. INVENTORY & DATA BASE					\$0.00
8. DESTRUCTION					
<b>TOTAL COST PER CTN</b>		50 CTNS			
COST PER POUND					
<b>TOTAL ITEM 8</b>					
9. TRANSFER PREP/CTN		275,000 CTNS**			
10. CTN MOVE PER HOUR		6,500 HOURS			
<b>GRAND TOTAL</b>					

\*\*BASED UPON A FIVE (5) YEAR CONTRACT WITHOUT THE RENEWAL PERIOD.

RFB #OCA/CPA-310  
NYC RECORDS  
STORAGE & RELATED SERVICES

BID OPENING: 06/06/05  
11:00 A.M.

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NAME OF FIRM

AUTHORIZED SIGNATURE

---

DATE

NAME IN PRINT

---

TITLE

# ATTACHMENT III

## 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 turn-around 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.