

**STATE OF NEW YORK****JUDICIARY****—REQUEST FOR BID—**

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

<b>Bid Number:</b> DAJ-052	<b>Commodity Group:</b>
<b>Opening Date:</b> 12/14/2021 <b>Time:</b> 2:30 p.m. <b>Issue Date:</b> 11/22/2021	<b>Commodity Name:</b> <b>Storage &amp; Transport Services</b>

NYS Unified Court System  
Seventh Judicial District  
Room 161 Hall of Justice 99 Exchange Blvd.  
Rochester, NY 14614  
(Agency Name and Address)

Direct Inquiries to: Rick Antelli  
E-mail: 7thPurchasing@nycourts.gov

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

PER ATTACHED RFB SPECIFICATIONS

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (JULY 2006) ARE FULLY INCORPORATED HEREIN.

<p>Agency's Specification of item(s) Required (include quantities)</p> <p><b>UCS ATTACHMENTS I, III and IV ATTACHED &amp; INCORPORATED HEREIN.</b></p> <p>As per attached specifications.</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 SPECIFIED OTHERWISE 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	
		NYS Vendor ID Number	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/Telephone Number: Email:	

## CONTENTS

### DOCUMENT ENCLOSURE CHECKLIST

#### **BID CONTENTS**

<b><u>Article</u></b>	<b><u>Subject</u></b>
<b>I.</b>	<b>OVERVIEW</b>
<b>II.</b>	<b>MINIMUM QUALIFICATIONS</b>
<b>III.</b>	<b>AWARD</b>
<b>IV.</b>	<b>PRICING</b>
<b>V.</b>	<b>SCOPE OF WORK</b>
<b>VI.</b>	<b>BID RESPONSE DOCUMENTS</b>
<b>VII.</b>	<b>BID SUBMISSION PROCEDURES</b>
<b>VIII.</b>	<b>GENERAL BID PROVISIONS</b>
<b>IX.</b>	<b>CONTRACT TERMS AND REQUIREMENTS</b>

#### **Attachments**

Attachment I:	Standard Request for Bid Clauses & Forms
Attachment III:	Vendor Responsibility Questionnaire
Attachment IV:	Procurement Lobbying forms

#### **Exhibits**

Exhibit A:	Pricing Sheet
Exhibit B:	7 <sup>th</sup> Judicial District Locations/Map
Exhibit C:	Inventory/Frequency

**DOCUMENT ENCLOSURE CHECKLIST (2 pages)**

- ☐ Pricing Sheet: Exhibit A/Pricing Sheet must be fully executed and included in bidder's proposal.  
*Failure to do so may disqualify bidder's response.*

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

- ☐ UCS Request for Bid/Proposal Form (rfb1.frm) and complete bid response with original signature
- ☐ Attachment I - Standard Request for Bid Clauses & Forms
  - ☐ p.3 - Non-Collusive Bidding Certificate
  - ☐ p.4 – Acknowledgment of Individual or Corporation
  - ☐ p.5 – Bidder's Certification of work (Printing)
  - ☐ p.6 – Bidder's Certification of Recycled Products
  - ☐ p.7 – Manufacturer's Affidavit of Recycled Content
- ☐ Attachment II - Not Applicable
- ☐ Attachment III - Vendor Responsibility Questionnaire
  - ☐ Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening due date, or
  - ☐ Paper questionnaire
- ☐ Attachment IV - Procurement Lobbying forms
  - ☐ Disclosure of Prior Non-Responsibility Determination (UCS 420)
  - ☐ Affirmation of Understanding and Agreement (UCS 421)
- ☐ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption.  
*Please see paragraph "Insurance Requirements" for a list of accepted forms.*
- ☐ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications.
- ☐ List of references
- ☐ Three (3) complete photocopies of original bid response
- ☐ Signed Document Enclosure Checklist
- ☐ Proprietary information in separate folder from bid response, if applicable

**In addition, bidder shall provide:**

- ☐ Bidder's contact information (Item 6, below)
- ☐ Narrative Description – Organizational Experience/Capacity
- ☐ Narrative Description – Relevant Business Experience/Qualifications
- ☐ References

**IMPORTANT:**

1. All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual. Signatory notarization must be that of the person whose signature is affixed to all required documents.
2. Exhibit A/Pricing Sheet and the other forms listed above must all have the SAME COMPANY NAME AND TAX ID NUMBER in order for a purchase order or contract to be approved by the NYS Comptroller.
3. **Do not alter this solicitation in any manner. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFB or to any exhibits or appendices to this RFB, including Exhibit A/Pricing Sheet, may result in the rejection of the bid as non-responsive.**
4. Please note that the terms and conditions of this RFB will form the basis of the contract with the Awarded Contractor (defined below).

**5. Bidder Contact Information**

Bidder's Primary Contact for Bid Matters:

Name:		
Street:		
City:	State:	Zip:
Telephone Number:	Email:	

**6. Verification:**

<b>Authorized representative of Bidder must complete and sign below to verify submission of all documents required per the Document Enclosure Checklist:</b>	
COMPANY NAME:	
AUTHORIZED OFFICER'S NAME AND TITLE:	
SIGNATURE:	DATE:

## I. OVERVIEW

### Purpose and Scope

The New York State (hereinafter, “NYS”) Unified Court System (hereinafter, “UCS”), Seventh Judicial District (hereinafter, “7JD”) is soliciting sealed bid proposals for the purpose of awarding a three (3) year contract to provide the following services:

- |               |                                                                                                   |
|---------------|---------------------------------------------------------------------------------------------------|
| <b>Item 1</b> | Storage of boxed court documents and miscellaneous files                                          |
| <b>Item 2</b> | Destruction of confidential material                                                              |
| <b>Item 3</b> | Miscellaneous storage and delivery of paper products and office supplies (i.e., toner cartridges) |
| <b>Item 4</b> | Intra-District transfers of material and equipment                                                |
| <b>Item 5</b> | Relocation of approximately 24,000 boxes of material                                              |
| <b>Item 6</b> | Preparation of total stored quantities for relocation at contract’s end                           |
| <b>Item 7</b> | Computerized inventory with quarterly updates                                                     |

**NOTE:** *The 7JD is comprised of all courts and related agencies in the counties of Cayuga, Livingston, Monroe, Ontario, Seneca, Steuben, Wayne and Yates. See Exhibit B for exact locations.*

## II. MINIMUM QUALIFICATIONS

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

Bidder must have current storage facilities, compliant with the requirements of these bid specifications, to adequately address the scope of need specified herein. Bidder selected for award shall be required, prior to award of a contract, to demonstrate that it owns, leases or otherwise controls the facilities and that it has such control for a minimum of the initial contract term of three (3) years.

### **Inspection of Bidder's/Contractor's Facility**

For purposes of bid evaluation, bidder's proposed storage facilities shall be available for inspection, to assess that the storage facility is compliant with the requirements of this RFB's Detailed, Technical and General Specifications. Subsequent to award, contractor's facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate court personnel.

## **III. AWARD**

### **Term of Award**

A single estimated quantity term contract ("Contract") will be awarded to the successful bidder ("Awarded Contractor"). The term of the contract resulting from this Request for Bid (RFB) and award shall be for a three (3) year period commencing approximately January 1, 2022. 7JD shall have the option to renew the awarded contract for two (2) additional one (1) year terms (Renewal Terms) upon the same terms and conditions, including pricing, as set forth herein. In addition, 7JD further reserves the right to extend this agreement for an additional six (6) months at the end of the initial term or the first optional one-year renewal term (Extension). The aggregate contract term shall not exceed five (5) years, including Renewal Terms and/or Extension. The awarded contract and the Renewal Terms (including Extension) are subject to the approval of the NYS Attorney General and the Office of the New York State Comptroller.

OCA further reserves the right to extend the Contract for a period not to exceed six (6) months ("Extension Term"), upon written notification to Awarded Contractor prior to the expiration date of the Initial Term or a Renewal Term, upon the same terms and conditions including pricing as the preceding Term; provided, the maximum term of the awarded contract will be five (5) years. The Contract, renewals and extension thereof are subject to the approval of the NYS Attorney General and the NYS Comptroller.

### **Method of Award**

A single contract will be awarded to the lowest dollar cost and responsible bidder, determined to be in compliance with this RFB, specifications and the 7JD. Lowest dollar cost is defined as the lowest Grand Total Cost of all estimated services to be performed for the Initial Term, as indicated by bidders in the Exhibit A/Pricing Sheet.

### **Court and Agency Personnel**

Except where noted as an option by 7JD personnel, **under no circumstances** shall any personnel employed by the courts and agencies of the 7JD 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.

## **Disaster Recovery**

Awarded contractor shall be required to have a disaster recovery program providing specifically for no-cost (to 7JD) restoration services for any 7JD records that suffer water damage or other damage while in contractor's possession. Such disaster recovery plan must remain in place during the term, and any renewal/extension term, of the awarded contract. Restoration is defined as either restoring record to their original paper format condition or preserving the records' information so that the records could be "restored" in a scanned format, except that original wills must, by law, be restored in paper format. 7JD records shall be deemed in contractor's possession beginning from the point of pickup by contractor at a 7JD location until return to such location, or other location as 7JD may direct.

All bidders shall include a written description of its disaster recovery plan in its proposal.

## **IV. PRICING**

### **Pricing**

All pricing submitted pursuant to the solicitation shall be net f.o.b. destination unless otherwise expressly specified herein.

Other than the pricing submitted on Exhibit A/Pricing Sheet, there shall be no other charge, cost, reimbursement or expense of any kind payable by UCS in connection with or arising from Awarded Contractor's performance of the services set forth herein. Awarded Contractor shall be solely responsible for all costs and expenses incurred in connection with the performance of such services.

Pricing shall be submitted only on, and in the format prescribed by, Exhibit A/Pricing Sheet. Bidder must quote pricing on a cost per unit basis and compute all price extensions listed in Exhibit A/Pricing Sheet. In the event of a bidder's miscalculation, the unit price will prevail. UCS reserves the right to make mathematical corrections based on unit price(s.) Pricing in the awarded contract for amounts in increments not equal to pricing units indicated in the Pricing Sheet will be prorated accordingly.

Pricing will remain unchanged during the Initial Term.

### **Payment**

Awarded Contractor shall send true and accurate invoices on a monthly basis by email to at [7thfinancial@nycourts.gov](mailto:7thfinancial@nycourts.gov) or such other person or email address as UCS/OCA shall designate.

Payment shall be made monthly in arrears and shall be made in a timely matter when submission by Awarded Contractor and approval by UCS of invoices satisfactory to UCS and OSC.

Payment for goods delivered/services performed under the awarded contract shall be conditioned upon the acceptance and approval of such items/services, such that it is sufficiently complete in

accordance with the RFB specification, so that UCS can utilize the goods/services for its intended purpose.

### **Contractor Invoicing**

On a monthly basis, the awarded contractor shall prepare a summary invoice which accurately reflects, for each court or agency, all activity within the period and transmit same to the office of the 7JD by the tenth (10<sup>th</sup>) business day of the following month. Invoices must clearly identify specific court/agency, address, period covered, services provided, contract billing rate(s), etc., and be accompanied by all applicable receipts, etc.

## **V. SCOPE OF WORK**

### **Services to be Performed**

#### **ITEM 1 Records Storage**

Confidential court documents with occasional retrieval and miscellaneous file material with infrequent retrieval.

Awarded contractor will be required to perform the following activities in connection to **Records Storage:**

A. Removal, boxing, and indexing of documents and material from file cabinets. Indexing function may be performed on site or at contractor's facility - manual indexing acceptable. Copy of indexed material to be provided to court/agency.

**NOTE:** *COURTS/AGENCIES RETAIN THE OPTION TO PERFORM THESE ACTIONS AND SHIP BOXED MATERIAL TO CONTRACTOR'S FACILITY.*

B. Storage of boxed material at contractor's facility. Approximately ninety percent (90%) of this material is from the courts in Monroe County, the remainder from those outside Monroe County. Over the past five years, the amount of stored boxes has increased approximately forty percent (40%).

C. Retrieval/delivery of carton(s) to specified location(s) upon request and return of carton(s) to storage.

Court/agency personnel shall have the option of reviewing documents and file material at contractor's facility, necessitating only a retrieval/pull by contractor personnel. Appropriate advance notice will be given by the court/agency if this be the case.



To facilitate on-site retrieval and review of documents by court/agency personnel, contractor is required to provide an area/office suitable for this purpose and photocopying capability. The 7JD shall provide contractor with list of court/agency personnel authorized to make on-site review of documents and update same as needed.

In those instances where retrieval and delivery is required of contractor, the following schedule will apply:

**Monroe County Only:**

Same day delivery for requests received before 12:00 noon, and by 12:00 noon of the next business day for requests received after 12:00 noon. (Present vendor does deliver boxes/files **daily** to the courts in Monroe County.)

**Emergency Pulls/Deliveries:** Delivery of “emergency” requests shall be within two (2) business hours.

**Outside Monroe County:**

Delivery of retrieved material is to be within one (1) week of request, or to coincide with contractor’s other regularly scheduled services to geographical locales of requesting court/agency, whichever comes first.

**Basis of Costs**

A. The removal of documents/miscellaneous material from file cabinets, boxing, indexing, and removal to contractor’s facility (pick-up) is considered one (1) service and shall be quoted on a cost per box basis.

For courts which index and box their own records, only pick-up and transport to contractor’s facility is required, and this service shall be quoted on a cost per box basis.

B. The storage of boxed documents/file material at contractor’s facility shall be quoted on a cost per box per year basis. This rate is also applicable to the storage of the estimated 24,000 cartons for immediate transfer.

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

C. The rate for the retrieval/pull only of a carton of material shall be quoted on a cost per box basis and a separate rate for the pull/delivery/return of same is required on a cost per box basis as follows:

1. One (1) Carton (First Retrieval)

Retrieval  
Only:  
\$ \_\_\_\_\_

Retrieval,  
Delivery and Return:  
\$ \_\_\_\_\_

2. Each Additional Carton (Same Order)

Retrieval Only  
\$ \_\_\_\_\_

Retrieval,  
Delivery and Return:  
\$ \_\_\_\_\_

D. Emergency pulls/deliveries shall be quoted on a cost per box basis.

**NOTE:** *WITH RESPECT TO PRICING FOR THOSE SERVICES IDENTIFIED AS "A" AND THE DELIVERY AND RETURN PORTION OF "C", BIDDERS MAY AT THEIR OPTION INDICATE SEPARATE PRICING ON A COUNTY BY COUNTY BASIS.*

**ITEM 2      Records Destruction**

This service consists of the destruction of confidential court documents and file materials. Acceptable methods of destruction are by shredding or incineration. Accordingly, pricing for this service is to be on a cost per pound basis.

**NOTE:** *THE DESIGNATION OF SUCH FILES AND RECORDS TO BE DESTROYED WILL BE SOLELY BY EXPRESS, WRITTEN COMMUNICATION BY AUTHORIZED COURT/AGENCY PERSONNEL*

*ONLY! FURTHER, UPON EACH SUCH DESTRUCTION ORDER CONTRACTOR WILL BE REQUIRED TO COMPLETE AND RETURN TO THE COURT/AGENCY, WITHIN FIVE (5) BUSINESS DAYS, A SIGNED AFFIDAVIT AS CERTIFICATION OF DESTRUCTION. AFFIDAVIT SHALL ACCOMPANY COURT/AGENCY LETTER AUTHORIZING DESTRUCTION.*

**ITEM 3      Miscellaneous Storage/Delivery**

The 7JD frequently purchases quantities of paper commodities (i.e., copier paper) and office supplies (i.e., toner cartridges) from various suppliers and has need of storage of same.

Accordingly, the procedure is that the 7JD places an order designating the contractor's facility as the "Ship To" address. A maximum of 1,800 cartons (approx. 72 pallets) are stored at any one time; however, total on-hand varies month to month. Quantities shipped out are usually less than pallet loads.

In all instances, the delivery of such items shall **not** be a separate trip, but shall be scheduled to coincide with contractor's performance of other services at the same location, or within the geographic locale of same. All deliveries of commodities will be made to the Monroe County location only. Requests for such deliveries must be made within 72 hours.

**Basis of Costs**

A.      Storage Rate for Commodities Received at Contractor's Facility - Bidders are to provide two (2) quotations based on:

1.      Rate per cubic foot per month; **and**
2.      Rate per loaded pallet per month

B.      Rate for Delivery of Commodities - Bidders are to provide two (2) quotations based on:

1.      Rate per cubic foot per delivery; **and**
2.      Rate per loaded pallet per delivery

**NOTE:**      *WITH RESPECT TO PRICING FOR "A" ABOVE, SINCE THE AMOUNT ON-HAND VARIES MONTHLY, AWARDED CONTRACTOR WILL BE PERMITTED TO INVOICE ONLY THE APPROPRIATE CHARGE(S) IN A GIVEN MONTH BASED ON THE AWARDED RATE(S) TIMES (X) THE AVERAGE MONTHLY INVENTORY.*

#### ITEM 4      Intra-District Transfers

On occasion, it becomes necessary to relocate material or equipment from one location to another within the geographic area of the 7JD. When such service is required, the 7JD will communicate the particulars to the contractor with sufficient lead time to allow for timely scheduling. This service, when performed, shall **not** be done on a special trip basis, but is to coincide with the performance of other scheduled services within the geographic area(s) of the respective locations.

##### **Basis of Costs**

Prices are to be based on:

- A.      Rate per carton (boxed material) including one (1) pick-up and one (1) delivery:  
**and**
- B.      Rate per item of equipment (not to exceed size of office desk) including one (1) pick-up and one (1) delivery.

**NOTE:**      *BIDDERS MAY SPECIFY PRICING ON A COUNTY BY COUNTY BASIS.*

#### ITEM 5      Relocation of Current (Boxes)

There are currently an estimated 24,000 cartons of material in a storage facility in Rochester, NY. The cartons must be relocated to awarded contractor's facility. Bidders are advised that awarded contractor will be provided with an up-to-date inventory of the cartons prior to the actual date of relocation.

Bidders are to address **only** the pick-up, transportation and delivery into storage at their facility of this material.

**NOTE:**      *IT WILL BE THE AWARDED CONTRACTOR'S RESPONSIBILITY TO PROVIDE AN ADEQUATE NUMBER OF PALLETS FOR THIS PURPOSE.*

##### **Basis of Costs**

Charges associated with services designated above shall be quoted on a cost per carton/box basis.

Subsequent to delivery into 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 **ITEM 1 Records Storage**.

**NOTE:**      *THIS AMOUNT MAY BE A FACTOR IN AWARD DETERMINATION.*

**ITEM 6 Relocation Preparation**

Upon the expiration of awarded contract or any extension thereof, contractor shall prepare all stored, to-date, cartoned records and material for possible relocation to the newly awarded contractor's facility. Said service does not include transportation to such facility.

Such preparation work shall include, but not be limited to, palletizing and load-tagging of cartons, movement to receiving/shipping area and a computerized inventory printout.

**Basis of Costs**

Charges associated with services designated above shall be quoted on a cost per carton basis.

**ITEM 7 Computerized Inventory and Updates**

In addition to such other inventories as may be specified herein for the 7JD, contractor shall prepare a complete computerized inventory of each year's quantity and transmit two (2) copies of same to the 7JD within thirty (30) days of delivery at contractor's facility.

Such inventories shall be updated on a quarterly basis with two (2) copies of such updates also transmitted to the 7JD. Each inventory must report by, and at a minimum, reflect:

- A. County
- B. Court or Agency (Complete Address)
- C. Name of Reporter
- D. "From" - "To" Dates
- E. Carton Number

**UCS Records/Material**

All records and material described herein, including, but not limited to, files, reporter notes, cartons, documents, etc., are the official property of the NYS 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.

### Storage Cartons

The 7JD Administration Office will provide all storage cartons which shall remain the property thereof. The dimensions of the storage carton (present and future material) is 12 1/4" W x 15 3/4" L x 10" H.

### Storage Facility

Bidder shall designate, in its bid response, the storage facility or facilities where 7JD records/materials shall be stored. Records/materials shall not be stored at any other storage facility without the prior written consent of 7JD.

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 7JD personnel. Contractor's facility must provide as a minimum:

- Fire-retardant area for the storage of the documents specified herein
- Proper 24-hour security measures (electronic or other system)
- Climate control system (i.e., temperature)

Bidders must include all particulars regarding the physical aspects of the intended storage site.

### Material Handling Equipment

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

### Service Period

All services specified herein shall be performed during normal business hours:

Monday - Friday, 9:00am - 5:00pm except:

- A. Legal holidays of the UCS. Annual schedule to be provided to contractor.
- B. Loading dock and service elevator at Hall of Justice, Rochester, operates only between the hours of 7:30am - 3:00pm. Deliveries may be arranged up to 5:00pm using main entrance passenger elevators, **but no additional charges may be levied by contractor.**

### Periodic Inventory

An annual inventory of stored materials will be conducted on contractor's premises by 7JD personnel. It will be the responsibility of the contractor to provide adequate staff and equipment to facilitate such activity (i.e., scaffolding, material handling units, etc.).

### **Site Inspection/Courts and Agencies**

It is the sole responsibility of prospective bidders and awarded contractor to be familiar with the physical aspects of the courts' and agencies' facilities including, but not limited to, receiving area, delivery access, availability and use of elevators, etc.

### **Damages/Theft/Loss**

Contractor shall be held responsible for any damages caused to the facilities, furnishings, or equipment of the courts or agencies. Should such damages occur, repairs or replacements shall be performed to the satisfaction of the 7JD and fully at the expense of the contractor.

### **Conversion Period/Accountability**

Should a change of contractor occur, it will be performed in a smooth, professional manner by all parties, within a limited time frame not to exceed 8 weeks. Each party will be responsible for the accountability (location) of each carton/item as follows:

**The current (delivering) contractor** will be responsible for knowing the location of all materials up to the point of transfer and signatory acceptance of same to the new (receiving) contractor.

**The new (receiving) contractor**, once in their possession, will be responsible for knowing the location of all materials for which they have given signatory acknowledgment for, and receipt of.

**IMPORTANT:** In all instances, both parties will continually notify the respective office of the 7JD of what material has been transferred and received by whom, when and where it is currently located (i.e., dockside, loading, en route to new location, received at new location, etc.).

### **INVENTORY AND FREQUENCY OF REQUESTS**

An inventory of current storage requirements and frequency of service is provided below in Exhibit C. The inventory and frequency is similar to what the vendor could reasonably expect to be covered/requested at the initiation of the contract. The inventory and frequency covers one year and is provided for informational purposes only.

Exhibit C contains a table of the yearly number (per month) of storage, pulls/deliveries, searches, destruction removal/index/delivery and commodities storage and delivery. This exhibit is for informational purposes only and may not be reflective of future storage needs and services.

## VI. BID RESPONSE DOCUMENTS

### **General Requirements**

All documentation must be submitted on prescribed forms, without alteration. To facilitate photocopying, do not permanently bind documents.

*Bidders must submit every document listed in sections A and B, below. Failure to provide all documents in the manner required – including the number of requested copies - may result in disqualification of a bid response. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFB or to any exhibits or appendices to this RFB, including Exhibit A/Pricing Sheet, may result in the rejection of the bid as non-responsive.*

### **A. REQUIRED BID DOCUMENTS**

#### **1. Narrative Descriptions**

##### **a. Narrative Description - Organizational Experience/Capacity**

Bidders must submit, with their bid response, a narrative which demonstrates their capacity and experience to meet the minimum qualifications listed in Article II, above (Minimum Qualifications), including a description of its capability to produce and deliver similar quantities of materials or services required hereunder on an as-needed basis.

##### **b. Narrative Description – Relevant Business Experience/Qualifications**

#### **2. Bidder Contact Information**

Bidder shall designate, where specified in the Document Enclosure Checklist, a person as primary contact for all questions OCA may have regarding bidder's bid response.

#### **3. References**

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

### **B. NYS BID FORMS**

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

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms , and Attachment IV - Disclosure of Prior Non-Responsibility



Determination (UCS 420) and Affirmation of Understanding and Agreement (UCS 421) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under “Addenda” for the appropriate solicitation, are incorporated and made a part of this solicitation.

**2. Attachment III - Vendor Responsibility Questionnaire**

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

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

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system> or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us/Enrollment/login?1>. Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed New York State Vendor File Registration’ for instructions on obtaining a Vendor

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

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

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

### **3. New York State Vendor File Registration**

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

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

**If the bidder is not currently registered in the Vendor File**, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form (<https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the Vendor. Once the process is initiated, Vendor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: [https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI\\_FRAMEWORK\\_PT\\_LANDINGPAGE.GBL?&](https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI_FRAMEWORK_PT_LANDINGPAGE.GBL?&).

### **4. Electronic Payments**

Vendors not currently receiving electronic payments, and who wish to do so, should enroll in ePayment – New York State's electronic payment program for vendors. To do so, vendors need to log onto the Vendor Self-Service Portal and enter their bank account information. ePayments will ensure you are receiving payments faster and in a more secure manner. If you need assistance in accessing the Vendor Self-Service Portal, please contact the SFS Helpdesk at [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov) or 1-877-737-4185.

### **5. Proof of Insurance**

Bidder must provide together with its bid response all documentation required pursuant to Article IX, "Insurance Requirement."

## **C. ADDITIONAL BID DOCUMENTS**

### **1. Financial Stability**

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

## **VII. BID SUBMISSION PROCEDURES**

### **A.S SUBMISSION OF PAPER BID PROPOSALS BY MAIL**

#### **Packaging, Identifying and Delivering of Bids/Proposals**

Bids/Proposals must be clearly addressed and submitted to:

NYS Unified Court System - 7<sup>th</sup> Judicial District Administration Office  
Office of Court Administration  
Room 161 Hall of Justice  
99 Exchange Boulevard  
Rochester, New York 14614

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

Deliver immediately to Rick Antelli  
Sealed bid - Do not open  
RFB# DAJ-052 due *December 14<sup>th</sup>, 2021 at 2:30pm*

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by [December 14<sup>th</sup> at 2:30pm] at the latest or bids will be declared late bids and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

### **B.S SUBMISSION OF ELECTRONIC (EMAIL) BID PROPOSALS**

In addition to the Bid Submission Procedures contained in sub-article A, above, bidders may submit Bid proposals electronically to: [7thcontracts@nycourts.gov](mailto:7thcontracts@nycourts.gov). The email subject line must state: "Bid Proposal – OCA RFB# DAJ-052" and per subsection (b) below, indicate the email sequence number, as appropriate.

Bid proposals submitted electronically must meet all requirements set forth in the bid for proposals submitted by mail, including, but not limited to, delivery on or before the Bid Submission Deadline Date and completion of required acknowledgments.

Additionally, electronically submitted Bid proposals must conform to the following requirements:

- (a) All Bid proposal documents must be in "PDF" searchable format.
- (b) The size limitation for individual emails is 25MB (megabytes) per email (including message plus attachments). If documents cannot be grouped within one .zip file and/or one email so as to conform to the 25MB size requirement,

bidders may transmit Bid proposals in multiple emails, in which case, each email must be labeled "Email X of X" (e.g., "Email 1 of 3").

- (c) Notwithstanding the number of emails submitted, all Bid proposal emails must be submitted on the same date.

Bidders who submit a Bid proposal electronically will receive a reply email confirming the date and time of receipt of their submission. Bidders are advised to notify [7thpurchasing@nycourts.gov](mailto:7thpurchasing@nycourts.gov) if they have not received an email response within one (1) business day after submission of their Bid proposal.

### **Bidder Confidential/Proprietary Information**

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

### **No-Bids**

Bidders are requested to send a no-bid letter to OCA, Attn: *[Rick Antelli]*, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: RFB# DAJ-052. No-bid letters may be sent by email to [7thcontracts@nycourts.gov](mailto:7thcontracts@nycourts.gov). Please indicate in "Subject" field: RFB# DAJ-052 – No-Bid.

### **Questions**

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

*[7thpurchasing@nycourts.gov](mailto:7thpurchasing@nycourts.gov)*

Please indicate in "Subject" field: "RFB# DAJ-052 - Question(s)."

The deadline to submit questions is December 2nd, 2021. A written response to all submitted questions in the form of a Questions & Answers (Q&A) sheet will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under RFB# DAJ-052

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

## VIII. GENERAL BID REQUIREMENTS

### **Online RFB/RFP Package: Disclaimer**

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

### **Binding Nature of Bid/Proposal on Bidders**

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

### **Estimated Quantities**

Any quantities specified in this solicitation constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied. Awarded Contractor must accept all requests for services placed by UCS during the term of an awarded contract.

### **Rejected and Unacceptable Bids/Proposals/Awards**

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations, (as contracting party, surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect, or who are found to be non-responsible based on any of the criteria specified in the section headed “Responsible Bidder”.

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

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event UCS may then invite the bidder with the next highest evaluation score to enter into negotiations for purposes of executing a contract.

### **Responsible Bidder**

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

### **Clarification/Correction of Bids/Proposals**

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder’s proposal and/or to determine a bidder’s compliance with the requirements of this solicitation. This clarifying information, if required in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS’s request for clarification, shall be included as a formal part of the bidder’s proposal. Clarifying information, if any, whether provided orally, visually or in writing will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder’s proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

### **Minor Bid Irregularities**

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this bid, UCS may: (i) waive technicalities, (ii) waive minor irregularities, omissions or incompleteness in the bid or a bid response, (iii) waive any bid requirements that are unmet by all bidders; (iv) consider any and/or all alternatives and/or enhancements suggested by the successful bidder; (v) make an award under the bid in whole or in part and negotiate contract terms and conditions with the successful bidder to meet UCS requirements consistent such award.

### **Unified Court System Self-Insurance**

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

### **Inspection of Bidder’s/Awarded Contractor’s Facilities**

The UCS/OCA reserves the right to inspect bidder’s proposed facilities, as part of the bid evaluation. Subsequent to award, Awarded Contractor’s printing facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate court personnel.

### **Access to Court Facilities**

Awarded Contractor must comply with all applicable location rules, policies, guidelines and procedures in order to be granted access to court facilities. Where applicable to the

performance of work under an awarded contract, bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. No special accommodations can or will be made by court staff with respect to security measures, access or parking.

### **Subcontracting**

Subcontracting all or part of the services described herein will not be allowed.

### **Implied Requirements**

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

### **Silence of the Specifications**

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

## **IX. CONTRACT TERMS AND REQUIREMENTS**

### **Contract Terms**

The successful bidder shall be required to comply with the provisions set forth in this Article, as well as such other provisions contained in an agreement, in form and content satisfactory to UCS its sole discretion.

### **Compliance with Laws**

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

### **Independent Contractor Status**

It is expressly understood and agreed that the Awarded Contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The Awarded Contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the Awarded Contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions,

liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the Awarded Contractor or any of its employees or subcontractors.

### **Indemnity**

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

### **Confidentiality and Data Security**

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

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

Awarded Contractor is prohibited from maintaining confidential files and records provided to or generated by Awarded Contractor in a mobile or portable device. Remote access to the UCS Confidential Information is prohibited unless industry standard protocols for remote access are in place (e.g., SSL, VPN). In addition, Awarded Contractor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

### **Termination**

#### **A. EARLY TERMINATION FOR BUDGET MODIFICATION**

1. If the UCS Budget ("Budget") is modified (a "Budget Modification", defined in subsection 2 below) for any State fiscal year included in the term of the awarded contract, in whole or in part (including any renewal or extension term),



such that UCS determines, in its sole discretion, that it is necessary to reduce, eliminate or otherwise modify the budget allocation covering payment thereunder, UCS shall have the option to terminate the awarded contract upon not less than thirty (30) days' notice to awarded contractor, without liability for costs, expenses or damages as a result thereof.

1. For purposes of this subsection A, Budget Modification shall mean and include, with respect to the Budget or any appropriation contained therein:
  - i. any reduction, elimination or restriction upon access thereto as provided by law; or
  - ii. any restriction placed on UCS spending authority, including any restriction imposed by UCS upon itself in response to a request of the Executive or Legislative Branch of government.
2. Termination hereunder shall be further governed by the termination provisions contained in the awarded contract, as applicable.

#### **B. EARLY TERMINATION FOR CAUSE**

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

#### **Intellectual Property**

If Awarded Contractor is required to produce specially commissioned materials pursuant to this Agreement (the "Work"), whether in written form, on tape, computer-readable media or other tangible form, Contractor acknowledges and agrees that UCS shall have the option: (i) retain a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work or (ii) be the sole owner of the Work (the Work shall be considered a "work made for hire), each of the foregoing at no additional cost to UCS.

#### **Insurance Requirement**

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

1. Workers' compensation and disability benefit insurance coverage as required under NYS law. Each vendor must provide with its proposal proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption. Vendor must obtain the appropriate Workers Compensation Board forms from its insurance carrier or licensed agent or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. See Workers' Compensation Board website at <http://www.wcb.ny.gov> under "Forms" for a

manual listing required forms and procedures. Any questions regarding workers' compensation coverage requirements or debarments should be directed to:

Workers's Compensation Board  
Bureau of Compliance  
(518) 462-8882  
(866) 298-7830

**Only the following forms will be accepted:**

Proof of Workers' Compensation Coverage

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

Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance, or
- **Form DB-120.2** - Certificate of Participation in Disability Benefits Group Self-Insurance; or
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

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

7<sup>th</sup> Judicial District  
Office of Court Administration  
Contracts & Procurement Unit  
99 Exchange Blvd, Rm 161  
Rochester, NY 14614

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

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

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

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

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

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

**EXHIBIT A/PRICING SHEET**

**Do not alter this Pricing Sheet in any manner. Any changes, deletions, or additions to the Pricing Sheet may result in rejection of the bid response.**

**RFB#DAJ-052  
STORAGE & TRANSPORT SERVICES**

**DISTRICT ADMINISTRATIVE JUDGE  
SEVENTH JUDICIAL DISTRICT**

**NOTE:** *BIDDERS ARE TO NOTE ALL PRICING ON THIS FORM, COMPLETE BOTTOM OF FORM AND RETURN WITH ALL OTHER REQUIRED DOCUMENTS.*

<b>ITEM 1 <u>Records Storage</u></b>		<b>Cost per Carton</b>
A.	Removal, Boxing, Indexing, Pick-Up and Transport	\$ _____
	1. Pick up and Transport Only - Cost per Carton	\$ _____
B.	Storage - Cost per Carton Per Year	\$ _____
C.	Retrieval	
	1. One (1) Carton (First Retrieval)	
	a. Retrieval Only - Cost per Carton	\$ _____
	b. Retrieval, Delivery and Return - Cost per Carton	\$ _____
	2. Each Additional Carton (Same Order)	
	a. Retrieval Only - Cost per Carton	\$ _____
	b. Retrieval, Delivery and Return - Cost per Carton	\$ _____
D.	Emergency Pull and Delivery - Cost per Carton	\$ _____
<b>ITEM 2</b>	<b><u>Records Destruction</u></b> Cost per Pound	\$ _____
<b>ITEM 3</b>	<b><u>Miscellaneous Storage/Delivery</u></b>	
A.	Storage at Contractor's Facility	
	1. Rate per Cubic Foot per Month	\$ _____
	2. Rate per Loaded Pallet per Month	\$ _____
B.	Delivery of Commodities	
	1. Rate per Cubic Foot per Delivery	\$ _____
	2. Rate per Loaded Pallet per Delivery	\$ _____
<b>ITEM 4</b>	<b><u>Intra-District Transfers</u></b>	
A.	Cost per Carton (One Pick-Up and One Delivery)	\$ _____
B.	Rate per Equipment Item (Size of Average Desk) (One Pick-Up/One Delivery)	\$ _____
<b>ITEM 5</b>	<b><u>Relocation of Current Cartons</u></b>	
	Cost per Carton \$ _____ Times (x) Estimated 24,000 Cartons =	
	(Pick-Up, Transportation and Delivery, Including Pallets)	\$ _____
<b>ITEM 6</b>	<b><u>Relocation Preparation</u></b> Cost per Carton	\$ _____

**EXHIBIT A/PRICING SHEET**

**Do not alter this Pricing Sheet in any manner. Any changes, deletions, or additions to the Pricing Sheet may result in rejection of the bid response.**

**VENDOR SECTION**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Federal ID Number

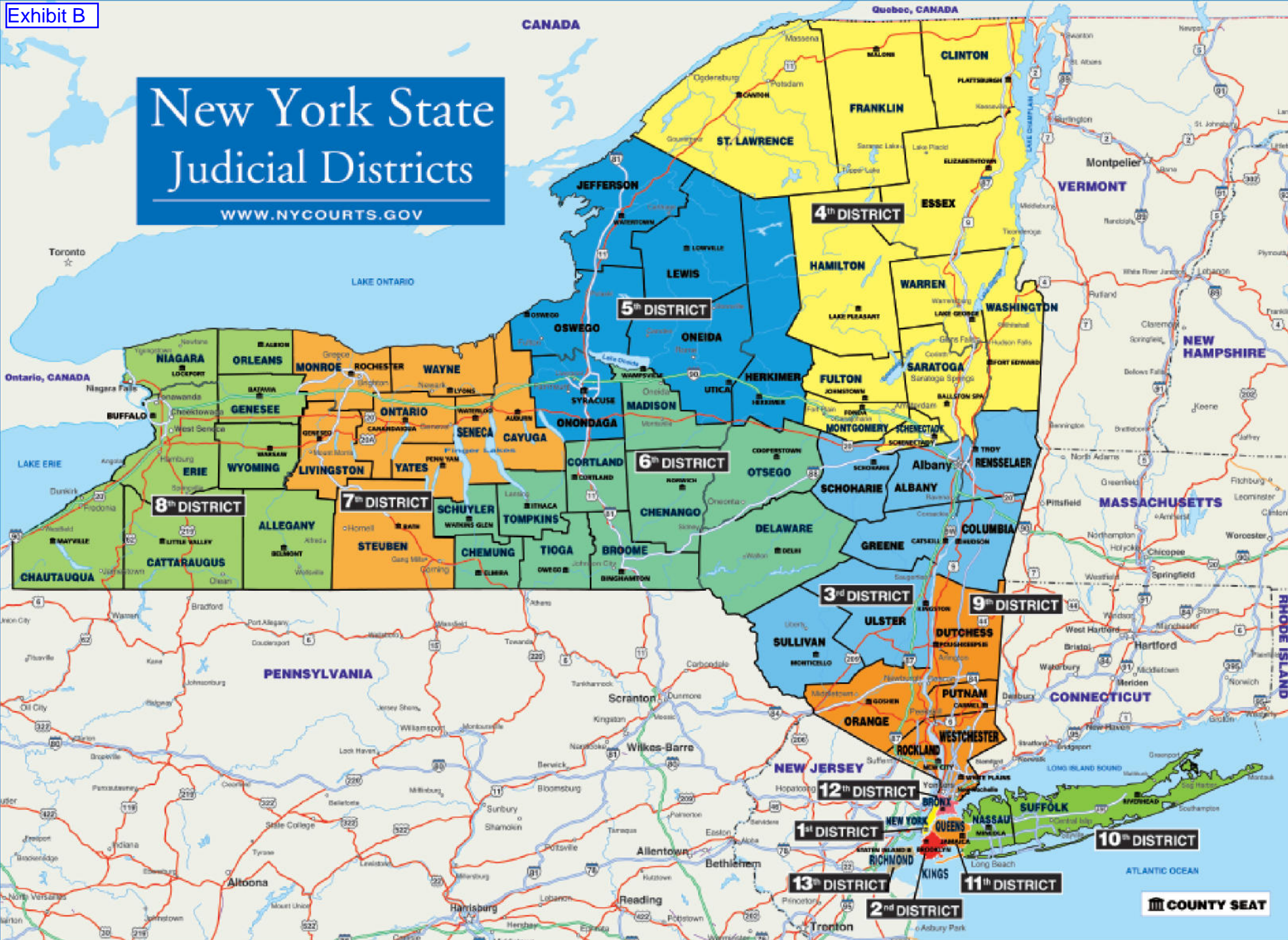
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# New York State Judicial Districts

[WWW.NYCOURTS.GOV](http://WWW.NYCOURTS.GOV)



**Exhibit B****Seventh Judicial District Locations**

Corning City Court	500 Nasser Civic Center Plz, Ste 101, Corning, NY 14830
Canandaigua City Court	2 North Main Street, Canandaigua, NY 14424
Cayuga County Courthouse	152 Genesee Street, Auburn, NY 13021
Geneva City Court	255 Exchange Street, Geneva, NY 14456
Historic Old Post Office Building	157 Genesee Street, Auburn, NY 13021
Hornell City Court	82 Main St. Ste 101, Hornell, NY 14843
Livingston County Courthouse	2 Court Street, Geneseo, NY 14454
Monroe County Civic Center Plaza	99 Exchange Blvd, Rochester, NY 14614
	123 Public Safety Building, Rochester, NY 14614
Ontario County Courthouse	27 North Main Street, Canandaigua, NY 14424
Seneca County Courthouse	48 West Williams Street, Waterloo, NY 13165
Steuben County Office Complex	3 East Pulteney Square, Bath, NY 14810
Wayne County Hall of Justice	54 Broad Street, Lyons, NY 14489
Yates County Courthouse	415 Liberty Street, Penn Yan, NY 14527

## SEVENTH JUDICIAL DISTRICT STORAGE AND TRANSPORT SERVICES: NOV 2020 - OCT 2021

Court Facility	Service Item Numbers	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21
Corning City Court													
	1.A.1	Removal,Index,Delivery											
	1.B	Carton Storage	410	410	410	410	410	410	410	410	410	410	410
	1.C.1.a	Retrieval											
	1.C.1.b	Pulls/Deliveries				2			1			1	
	1.C.2.b	Additional Pulls				8							
Canandaigua City Court	1.A.1	Removal,Index,Delivery						16					
	1.B	Carton Storage	346	346	346	346	346	362	362	362	362	362	362
	1.C.1.a	Retrieval											
	1.C.1.b	Pulls/Deliveries	2		1	2	1		1	2	1	1	5
	1.C.2.b	Additional Pulls			6					1			
	2	Destruction											
Livingston County Courthouse	1.A.1	Removal,Index,Delivery											
	1.B	Carton Storage	1102	1102	1102	1102	1102	1102	1102	1102	1102	1102	1102
	1.C.1.a	Retrieval											
	1.C.1.b	Pulls/Deliveries			1	3			1	2		1	
	1.C.2.b	Additional Pulls			1					1			
	1.D	Emergency											
Monroe County Civic Center Plaza	1.A.1	Removal,Index,Delivery	0	0	0	0	0	0	0	187	18	0	0
	1.B	Carton Storage	19695	19695	19695	19695	19695	19677	19677	19864	19864	19864	19864
	1.C.1.a	Retrieval	0	0	0	0	0	0	0	0	0	0	0
	1.C.1.b	Pulls/Deliveries	13	10	10	12	14	14	12	11	17	15	12
	1.C.2.b	Additional Pulls	119	76	110	101	127	116	100	107	114	101	93
	2	Destruction	0	0	0	0	0	12	0	0	0	0	0
	3.A.1	Commodities Storage	3137	3118	3111	3099	3069	3051	3034	3015	2992	2958	2944
	3.B.1	Commodities Delivery	14	19	7	12	30	6	17	19	23	34	14
Seneca County Courthouse	1.B	Carton Storage	179	179	179	179	179	179	179	179	179	179	179
Steuben County Office Complex	1.A.1	Removal,Index,Delivery										51	
	1.B	Carton Storage	1597	1597	1597	1597	1597	1597	15597	1597	1597	1648	1648
	1.C.1.a	Retrieval											
	1.C.1.b	Pulls/Deliveries	1		1		1					1	
	1.C.2.b	Additional Pulls											
Wayne County Hall of Justice	1.A.1	Removal,Index,Delivery											
	1.B	Carton Storage	536	536	536	536	536	536	536	536	536	536	536
	1.C.1.b	Pulls/Deliveries					1						



## SEVENTH JUDICIAL DISTRICT STORAGE AND TRANSPORT SERVICES: NOV 2020 - OCT 2021

**TOTAL FOR ALL 7JD STORAGE AND**  
**TRANSPORT PER MONTH:**

		Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21
1.A.1	Removal, Index, Delivery	0	0	0	0	0	0	16	0	187	18	0	0
1.B	Carton Storage	23865	23865	23865	23865	23865	23865	23863	37863	24050	24050	24101	24101
1.C.1.a	Retreival	0	0	0	0	0	0	0	0	0	0	0	0
1.C.1.b	Pulls/Deliveries	14	10	13	17	17	16	12	14	21	16	16	25
1.C.2.b	Additional Pulls	119	76	111	107	135	116	100	107	116	101	93	90
1.D	Emergency	0	0	0	0	0	0	0	0	0	0	0	0
2	Destruction	0	0	0	0	0	12	0	0	0	0	0	0
3.A.1	Commodities Storage	3137	3118	3111	3099	3069	3051	3034	3015	2992	2958	2944	2929
3.B.1	Commodities Delivery	14	19	7	12	30	6	17	19	23	34	14	15