

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 Unit
 25 Beaver Street, R-840
 New York, NY 10004
 (Agency Name and Address)

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

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

Bid Number: OCA/DCAJ-181-B	Commodity Group:
Opening Date: 02/21/2013 Time: 3:00 pm Issue Date: 01/28/2013	Commodity Name: NYC COURT RECORDS STORAGE AND OTHER RELATED SERVICES

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

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

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

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

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

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

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

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

BIDS MUST BE SIGNED

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

DOCUMENTS ENCLOSURE CHECKLIST

Please do not place a checkmark next to a document until you have verified that it is included in your bid response.

_____ Bid Response Form **must be fully executed and included** in bidder's proposal. Failure to do so will immediately disqualify bidder's response.

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

- _____ UCS Request for Bid Form with original signature
- _____ Attachment I, p.3 - Non-Collusive Bidding Certificate
- _____ Attachment I, p.4 - Corporate Acknowledgment
- _____ Attachment II - Not Applicable
- _____ Attachment III - Vendor Responsibility Questionnaire
 - questionnaire filed online via OSC VendRep System and certified/updated within six (6) months prior to this RFB's bid opening date
 - or paper questionnaire
- _____ Attachment IV - Procurement Lobbying Forms
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)
 - Termination Clause (UCS 423)
- _____ Certificates of NYS Workers' Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see paragraph "Insurance Requirements" for a list of accepted forms. See the Workers' Compensation Board website for further information in obtaining these forms from your insurance carrier: www.wcb.state.ny.us. Please note that the ACORD certificate is not accepted as proof of workers' compensation and disability insurance coverage.
- _____ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications
- _____ Database sample page
- _____ Disaster Recovery Program Description
- _____ Narrative description of storage facility(ies)
- _____ List of at least three (3) references (names, contacts, addresses, phone numbers, emails)
- _____ Original bid response + five (5) complete copies
- _____ Signed Documents Enclosure Checklist

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DOCUMENTS ENCLOSURE CHECKLIST (Cont.)

To be complete, a bidder's bid response must include ALL the above documents. 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.

Company Name: _____

Authorized Officer's Name and Title: _____

Signature: _____ Date: _____

***** GENERAL SPECIFICATIONS *****

I. The RFB/RFP Process

Note to Bidders

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

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

2. Attachment III - Vendor Responsibility Questionnaire

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

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

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or 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 ciohelpdesk@osc.state.ny.us.

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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 or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Online RFB/RFP Package : Disclaimer

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

Bid Response/Proposal: Original and Copies

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3 and 4 of 10; Attachment III - Vendor Responsibility Questionnaire (questionnaire may be filed electronically with OSC); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420, Affirmation of Understanding and Agreement UCS 421 as well as Termination Clause UCS 423; proof of Workers' Compensation and Disability Benefits insurance coverage (See "Insurance Requirements" on page 7); and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist. Complete the paperwork on the forms provided with this solicitation unless otherwise requested. Do not retype or amend any portion of this solicitation. Failure to provide all original documents and the requested number of copies may result in disqualification of a bidder's response.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as the Office of Court Administration, on behalf of the Deputy Chief Administrative Judge, (hereafter "OCA/DCAJ")

provides written notification of its intent to award the contract to a specific bidder or until the bidder withdraws its bid/proposal in writing, whichever occurs first.

Estimated Quantities

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

Compliance with Laws

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

Independent Contractor Status

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

Rejected and Unacceptable Bids/Proposals

The OCA/DCAJ reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, OCA/DCAJ 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'.

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

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, the OCA/DCAJ 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 OCA/DCAJ at the time said information is requested and, if received by the due date set forth in OCA/DCAJ'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 OCA/DCAJ to seek or allow clarifications or corrections as provided for herein.

References

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

Indemnity

Awarded contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney's fees and the cost of legal defense) which UCS may incur by reason of: (i) awarded contractor's breach of any term, provision, covenant,

representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of awarded contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) awarded contractor's performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

Insurance Requirements

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

1. Workers' compensation and disability benefit insurance coverage as required under NYS law. **Each bidder must provide with its proposal proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption.** Bidder must obtain the appropriate Workers Compensation Board forms from its insurance carrier or licensed agent, or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. See Workers' Compensation Board website at www.wcb.state.ny.us/content/main/Employers/IM.pdf for a manual listing required forms and procedures. Any questions regarding workers' compensation coverage requirements or debarments should be directed to:

Workers' Compensation Board
Bureau of Compliance
(518) 462-882
(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-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.

The awarded contractor will be required to provide updated certificates of workers' compensation and disability benefits coverage that name the Unified Court System as the certificate holder if the applicable form has a space for a certificate holder to be listed. The carrier must enter:

NYS Unified Court System
Office of Court Administration
25 Beaver Street, Room 840
New York, NY 10004

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

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/content/main/employers/busPermits.jsp>.

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

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

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

Commercial General Liability insurance coverage shall be obtained from commercial insurance carriers licensed to do business in the State of New York and shall name UCS as an additional insured or loss payee as appropriate, and shall provide for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal.

Confidentiality

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

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

Responsible Bidder

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

Confidential/Proprietary Information:

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 OCA/DCAJ. Bidders are advised that any material deemed confidential by bidder may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers

Law (Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

Financial Stability

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

Termination

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

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.

Subcontracting

Subcontracting and any other transfer of any duties or obligations to be performed hereunder is prohibited, except that subcontracting will be permitted, but only with the prior written consent of UCS to the proposed subcontractors, for: (i) pick-up and delivery services by duly licensed and insured common carriers or nationally recognized courier services; (ii) document destruction by a qualified document destruction service; and (iii) disaster recovery record restoration services by a vendor with a proven track record in the field of record restoration. In the event that bidder

proposes to use one or more subcontractors for the services listed in subsections (i) or (ii) above, the specific subcontractors must be listed in bidder's proposal. For (iii) disaster recovery record restoration services, bidders are encouraged to name a subcontractor in their proposal if their disaster recovery record/restoration plan involves use of a subcontractor. If the pick-up and delivery subcontractors are common carriers, proof of the subcontractor's license and insurance coverage must be submitted with the proposal. If a bidder that proposes to use one or more subcontractors for such services is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the bidder's proposal.

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

Transport From Current Storage Facility to Awarded Contractor's Facility Not Included

The transport of materials from the current storage facility to the newly awarded contractor's facility is not included in this bid. It is estimated that the awarded vendor will receive the inventory from the current storage facility at the industry-standard rate of five thousand (5,000) cartons per week over a period of approximately sixty (60) weeks from the start date of the contract.

II. RFB# OCA/DCAJ-181-B

Purpose and Scope

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

- Item 1:** Storage of approximately three hundred thousand (300,000) cartons currently stored in New York City.
- Item 2:** Pick-up, transportation and storage of approximately forty-six thousand one hundred (46,100) cartons during the first twelve months of the contract and an average of twelve thousand six hundred (12,600) cartons per year for the next four (4) years of the contract, from seventeen (17) court/office locations/addresses servicing fourteen (14) different courts and agencies throughout the five (5) New

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York City Boroughs (Bronx, Queens, Kings, New York and Richmond), as needed.

- Item 3:** Re-preparation of approximately fifteen thousand (15,000) cartons.
- Item 4:** Retrieval (pulls), delivery, and return of files/records and cartons for Interfile, of specified files/records and cartons upon request. Requests will be placed as needed but not more than once a week per court or location.
- Item 5:** Interfiling /Additions to Previously Stored Cartons
- Item 6:** Availability of computerized inventory preparation / manifest.
- Item 7:** Destruction of documents upon approved request of the court
- Item 8:** Preparation of on-site materials/cartons for transfer at contract's end.

UCS Records and Materials

All records and materials described in this solicitation, including but not limited to, files, cartons, documents, etc., are, and shall at all times remain, property of UCS. Any and all such records and materials shall be immediately produced upon demand notwithstanding any issue which may be in dispute between OCA/DCAJ and the awarded contractor and at such charges specified in the award and resulting contract. UCS Records must at all times be handled only by the awarded contractor's authorized employees, agents or subcontractors.

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

Term of Award

The initial term of the contract(s) shall be five (5) years. It is estimated that the contract will commence during the summer of 2013. UCS/OCA shall have the option to renew the awarded contract for two (2) additional 5-year terms (Renewal Terms) upon the same terms and conditions except prices. The awarded contract and the Renewal Terms are subject to the approval of the NYS Attorney General and the Office of the New York State Comptroller.

Method of Award

A single contract will be awarded to the lowest dollar cost, responsible bidder determined to be in compliance with this RFB and specifications. Lowest dollar cost is defined as the lowest total cost of all estimated services to be performed for the initial five (5) year term of the contract, as indicated by bidders in the Bid Response Form.

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Questions

Any and all questions bidder may have in connection with this solicitation are to be directed **by email only** to the attention of

Marie-Claude Ceppi
mceppi@courts.state.ny.us

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

The deadline to submit questions is **February 7, 2013, at 5:00 pm**. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all the questions received and their answers will be posted on the UCS website at www.nycourts.gov/admin/bids in the Addenda column for the appropriate solicitation and mailed to the bidders list a couple of days after this deadline.

IMPORTANT: All questions regarding this solicitation must be directed solely to the attention of the above-designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS/OCA including the Office of Records Management 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.

Packaging, Identifying and Delivering of Bids/Proposals

Bidders may **not** submit their bid/proposal responses online.
Bids/Proposals must be **clearly addressed and submitted** to:

Marie-Claude Ceppi
NYS Office of Court Administration
25 Beaver Street, R-840
New York, NY 10004

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

"Deliver immediately to Marie-Claude Ceppi R-840"
"Sealed bid - Do not open"
"UCS/OCA-181-B due February 21, 2013, at 3:00 p.m."

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Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by February 21, 2013 at 3:00 pm at the latest or bids will be declared a "late bid" and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

No-Bids

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

Qualifications of Bidders

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 five years.

Pricing/Compensation

All pricing submitted pursuant to the solicitation shall be net and include all costs for the performance of all services required under this solicitation. No additional charges will be allowed. Pricing shall be submitted only on, and in the format prescribed by, the Bid Response Form. Bidder must quote pricing on a cost per unit basis and compute all price extensions listed in the Bid Response Form. In the event of a bidder's miscalculation, the unit price will prevail and UCS reserves the right to make mathematical corrections based on unit price(s.)

Pricing shall be unchanged for the initial five (5) year term of the contract. Prices may be increased for each Renewal Term. Any such Renewal Term price increase (i) shall not exceed the percentage increase in the Consumer Price Index for all Urban Consumers - New York-Northern NJ-Long Island (Index 1982-1984 = 100)-NSA (Not Seasonally Adjusted) ("CPI") over the CPI as of the commencement date of the immediately preceding contract term, and (ii) shall be subject to a maximum increase of ten percent (10%) per renewal term. Prices shall thereafter

remain unchanged for the balance of such Renewal Term, and for any extension term succeeding any such Renewal Term.

Contractor shall deliver written notice containing proper documentation supporting any proposed price increase to UCS not less than ninety (90) days prior to the scheduled commencement date of any Renewal Term.

Pro-Ration of Charges for Inventory on Hand

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

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 General and Detailed 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.

Disaster Recovery

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

*** * * DETAILED SPECIFICATIONS * * * ***

Storage Cartons

All cartons will be supplied by the respective NYC locations and shall remain the property of UCS. The cartons are approximately one cubic foot and generally measure approximately 15" x 12" x 10" (one cubic foot - standard "bankers box.")

Awarded contractor shall be responsible, at its own cost, for replacing any cartons damaged while in possession of contractor or any of its subcontractors.

Material Handling

Awarded contractor will be fully responsible for providing all material handling equipment, i.e. handcarts, platform dollies, pallets, etc., necessary for the performance of all services, at no additional cost to the UCS.

Service Hours

All pick-up and delivery services shall be performed during normal business hours, Monday through Friday, 9:00 am to 4:00 pm, except:

1. On UCS legal holidays. An annual schedule will be provided to the awarded contractor.
2. Any special conditions governing access to the respective NYC locations, which will be provided to the Contractor.

Storage facility:

UCS Policies/RFB Requirements:

Bidder shall designate in its bid response the storage facility or facilities where UCS Records shall be stored. UCS Records shall not be stored at any other storage facility without the prior written consent of UCS.

Storage Facility Description:

Bidder must include in its bid a narrative description of its intended storage facility(ies) addressing, at a minimum, each of the standards listed in Sections A (Facility Location and Construction and Environmental Standards) and B (Facility Security and Fire Protection) below.

Storage Facility Standards:

Bidder must meet or exceed minimum industry standards with respect to all of the items listed in Sections A and B below.

A. Facility Location and Construction and Environmental Standards

1. The facility shall not be located in any area where the risks of natural disasters, man-made disasters, or external hazards pose a significant threat to the facility and/or its contents.

2. The facility shall meet or exceed the requirements of the local or state building code, whichever is more stringent.

3. The facility shall be constructed with non-combustible materials and shall be well-maintained, with a roof that is free of leaks.

4. The facility shall be kept clean to avoid accumulation of dirt and dust particulates.

5. The facility should be air conditioned (temperature, humidity, and air exchange) or, if it is not, it shall be well-ventilated and shall not be subject to rapid and extreme fluctuations of temperature and humidity (more than ± 3 percent during a 24 hour period).

6. The facility shall be free of pests and shall have a pest control program to guard against insects and rodents.

7. Records shall not be placed in areas with exposed water or steam pipes subject to leaking.

8. Records shall not be stored on pressboard, wood, or other combustible shelving materials.

9. Records shall be located a minimum of three inches from the floor.

B. Facility Security and Fire Protection

1. The facility shall be equipped with an anti-intrusion alarm system.

2. The facility shall be restricted to authorized persons only, including access to records storage areas.

3. The facility shall be equipped with operational fire detection and protection systems. The fire detection mechanism shall have an alarm that reports to an outside source, such as an alarm company or local emergency responder.

4. The facility shall be equipped with automatic sprinkler systems in records storage areas.

5. The facility shall contain an adequate supply of well-distributed portable fire extinguishers.

6. Hazardous materials, such as flammables (e.g., oils, paints, gasoline, and propane) shall not be stored in records storage areas.

7. The facility shall have a written emergency management or disaster plan that is reviewed on an annual basis.

Estimated Flow of Cartons to be Received by Newly Awarded Vendor

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

	First 12-mo. YR1	YR2	YR3	YR4	YR5	Total 5 YRS
Locations:	46,100	12,600	12,600	12,600	12,600	
Current Vendor:	260,000 ¹	40,000	0	0	0	
Total Cartons:	306,100	52,600	12,600	12,600	12,600	396,500

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

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

Services to be performed:

Item 1. Storage at Contractor's Facility:

Existing stored cartons: Awarded contractor shall be required to store the existing inventory (at the current vendor's storage facility) of three hundred thousand (300,000) cartons, which will be delivered to awarded contractor's facility upon commencement of the initial term of the awarded contract, at the rate of approximately 5,000 boxes per week, over approximately sixty (60) weeks.

Contractor must maintain its storage facility in accordance with the specifications set forth in these bid specifications throughout the term of the awarded contract and any Renewal Terms. Stored cartons and the materials contained in the cartons must be maintained in good condition, free of dirt, water damage, vermin, mold and mildew.

Additional cartons: Awarded contractor shall be required to store an estimated quantity of forty six thousand (46,000) additional cartons during the first year of the contract, and an additional twelve thousand six hundred (12,600) cartons each year thereafter.

The total number of existing stored inventory and additional inventory in storage as of the end of the initial five-year term of the contract, adjusted for the estimated 21,600 cartons to be destroyed over five years, is estimated to be three hundred seventy four thousand nine hundred (374,900) cartons (See Bid Response Form).

Cost basis: Cost per carton

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

The awarded contractor shall be responsible for the pick-up (removal) and transportation to its storage facility of the additional cartons from approximately fourteen (14) court/office locations at approximately seventeen (17) separate addresses located throughout the five (5) boroughs. A listing of current locations/addresses is contained in Exhibit 1 hereto. The locations/addresses are subject to change by UCS/DCAJ, provided, no location/address shall be outside of New York City. Pick-up and transportation will not be required more often than every two weeks unless the Courts and the awarded vendor mutually agree to a different schedule. The actual schedule of pick-ups shall be during the days and times indicated in paragraph "Service Hours", as directed by the NYC courts.

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Pick-up and transportation shall be performed only by authorized employees of the awarded contractor and with duly licensed and insured vehicles owned/leased and operated by contractor, or by transportation carriers approved by UCS as indicated in the section entitled "Subcontracting."

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

Item 3: Re-Preparation:

Re-boxing and labeling of files may also be required on a case-by-case basis for any boxes currently in storage, that may be damaged. The estimated quantity of such boxes is 5% of three hundred thousand (300,000) cartons, or fifteen thousand (15,000) cartons. Bidders shall quote a price per carton for re-preparation, which shall include any necessary new boxes.

Cost basis: Cost per carton

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

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

Standard retrieval and delivery: within forty-eight (48) hours of receiving written request
Rush retrieval and delivery: within twenty-four (24) hours of receiving written request

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

Estimated number of files and cartons:

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

Cost basis: Charges for the retrievals (pulls) and delivery to the court locations of specific files shall be quoted on a cost per file and a cost per carton basis including all related charges (physical or administrative). If an entire carton is retrieved and returned to a court/location, the storage fee will apply only for the portion of the month that the carton is actually in storage, including the date of delivery to the court. If files are removed from a carton, but the carton contains additional files and remains in storage, the storage fee for the carton will apply for the entire month.

Cost basis summary:

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

Item 5: Interfiling /Additions to Previously Stored Cartons

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

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

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

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

Cost basis: Cost per file

Item 6. Periodic Inventories and Updates:

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.

In addition, the awarded contractor shall prepare and update a complete computerized, detailed inventory on a quarterly basis and transmit two (2) copies of same to each participating court/office. There shall be no additional cost for providing of these inventory reports.

Both types of inventories shall, as a minimum, report by:

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

Bidder's proposal must include a single page copy of the information available on the inventory database.

Item 7: Destruction of Documents

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

Awarded contractor shall be required to provide to UCS a certificate of destruction listing the

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number of pounds and specific inventory of documents destroyed, and attesting that the documents were destroyed in the manner required.

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

Cost basis: Cost per pound (less credit per pound, if applicable)

Item 8. Transfer Preparation Upon Termination of Contract:

Upon termination of awarded contract, contractor shall be responsible for preparing all cartons in storage at that time for transfer to the newly awarded contractor's facility at the rate of approximately 5,000 boxes per week. Such preparation work shall include, but not be limited to, load-tagging of cartons and placing them on pallets, moving them to contractor's receiving/shipping area and a current, accurate computerized inventory printout. Cartons are to be in excellent condition with an up-to-date, accurate inventory. **Such service does not include transportation to newly-awarded contractor's facility.**

Cost basis: Cost per carton

Summary of Cost per Unit Basis

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

1 Storage at Contractor's Facility:	Cost per carton
2. Pick-up (Removal) and Transportation of Additional Cartons:	Cost per carton
3. Re-preparation:	Cost per carton
4. Retrieval and Delivery of Stored Materials/Return to Storage:	
Regular retrieval and delivery	Cost per file <u>and</u> cost per carton
Rush (overnight) retrieval and delivery	Cost per file <u>and</u> cost per carton
Regular return	Cost per file <u>and</u> cost per carton
5. Interfiling/Addition to Previously Stored Cartons	Cost per file
[6. Periodic Inventories	At no cost to UCS]
7. Destruction	Cost per pound (less credit per pound, if applicable)
8. Transfer preparation (end of contract):	Cost per carton

BID RESPONSE FORM (p. 1 of 2)

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

1. STORAGE PRICE - The estimated numbers of cartons reflect the estimated number of cartons in storage after the destruction of cartons.

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

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

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

3. RE-PREPARATION

\$ _____/ctn	x 15,000 ctns (total for 5 years)	= \$ _____
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4. RETRIEVAL AND DELIVERY OF STORED MATERIALS/ RETURN TO STORAGE

	5-year Quantity	5-year Price
Regular retrieval and delivery		
\$ _____/file	x 161,500	= \$ _____
\$ _____/carton	x 1,250	= \$ _____
Rush (overnight) retrieval and delivery		
\$ _____/file	x 13,000	= \$ _____
\$ _____/carton	x 125	= \$ _____

BID RESPONSE FORM (p. 2 of 2)

(4. cont.)

Regular return to storage

\$ _____/file x 168,500 = \$ _____

\$ _____ carton x 1,350 = \$ _____

5-year price = \$ _____

5. INTERFILING/ADDITIONS TO PREVIOUSLY STORED CARTONS

\$ _____/file x 5,300 files year 1 = \$ _____

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

5-year price = \$ _____

[6. COMPUTERIZED INVENTORIES

AT NO COST TO UCS]

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

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

\$ _____/lb x 576,000 lbs. Years 2 - 5 = \$ _____
(144,000 lbs./year x 4 yrs)

Less \$ credit /lb, if applicable

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

5-year price = \$ _____

8. TRANSFER PREPARATION

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

GRAND TOTAL PRICE for 5 years = \$ _____

(Sum of total price 1. to 8.)

Company Name: _____

Authorized Officer's Name and Title: _____

Signature: _____ Date: _____

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Exhibit 1: Listing of Locations

New York County

New York County Clerk 60 Centre Street New York, NY 10007	New York County Clerk Facility 31 Chambers Street New York, NY 10007	Family Court 60 Lafayette Street New York, NY 10013
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Supreme Court - Criminal Term
100 Centre Street, and

111 Centre Street
New York, NY 10013

Appellate Division - First Department 41 Madison Ave New York, NY 10010	61 Broadway New York, NY 10006
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Bronx County

Supreme Court - Criminal Term Bronx Hall of Justice 265 E. 161 st Street and	Family Court 900 Sheridan Avenue Bronx, NY 10465
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851 Grand Concourse
Bronx, NY 10451

Kings County

Kings County Clerk 360 Adams Street Brooklyn, NY 11201	Supreme Court - Criminal Term 320 Jay Street Brooklyn, NY 11201	Family Court 330 Jay Street Brooklyn, NY 11201
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Queens County

Queens County Clerk 88-11 Sutphin Boulevard Jamaica, NY 11435	Family Court 151-20 Jamaica Avenue Jamaica, NY 11432
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Richmond County

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

Family Court
100 Richmond Terrace
Staten Island, NY 10301