

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.

<b>Bid Number:</b> OCA/DCAJ-183-A	<b>Commodity Group:</b>
<b>Opening Date:</b> 05/31/2012 <b>Time:</b> 3:00 pm <b>Issue Date:</b> 05/08/2012	<b>Commodity Name:</b> STORAGE OF COURT REPORTER NOTES

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

Agency's Specification of item(s) Required (include quantities)  <b>UCS ATTACHMENT I, III, and IV ATTACHED &amp; INCORPORATED HEREIN.</b>	Bidder's Quotation and Specific Description of Item Offered  <b>ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.</b>
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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 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 file online via OSC VendRep System
  - 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)
- \_\_\_\_\_ Certificate of NYS Workers' Compensation Form C-105.2 and Certificate of NYS Disability Benefits Insurance Form DB-120.1, or Certificate of Attestation of Exemption Form CE-200. See the Workers' Compensation Board website for further information in obtaining these forms from your insurance carrier: [www.wcb.state.ny.us](http://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
- \_\_\_\_\_ Disaster Recovery Program Description
- \_\_\_\_\_ Narrative description of storage facility(ies), including evidence of control
- \_\_\_\_\_ Storage facility opinion letter(s)
- \_\_\_\_\_ Database sample page
- \_\_\_\_\_ List of at least three (3) references (names, contacts, addresses, phone numbers, emails)
- \_\_\_\_\_ Original bid response + five (5) complete copies
- \_\_\_\_\_ Signed Documents Enclosure Checklist

**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 document**

**\*\*\* 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. 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](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](mailto:ciohelpdesk@osc.state.ny.us) . However, vendors may chose to complete and submit a 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](http://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.

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

**Online RFB/RFP Package : Disclaimer**

Bidders accessing any Unified Court System/Office of Court Administration (hereafter “UCS/OCA”) solicitations and related documents from the New York State UCS website [www.nycourts.gov/admin/bids](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.

**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 and its Attachment A; Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420, Affirmation of Understanding and Agreement UCS 421 as well as Termination Clause UCS 423; and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist.

Failure to provide all original documents or the failure to provide 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 contract; or who have previously defaulted on any contractual obligations, (as 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 or who are found to be non-responsible based on any of the criteria specified in the section headed 'Responsible Bidder'.

### **References**

Each bidder must provide at least three (3) references 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, at their own cost and expenses:

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](http://www.wcb.state.ny.us/content/main/Employers/IM.pdf) for a manual listing required forms and procedures.

**Please note that ONLY the following forms will be accepted: Workers Compensation Board Form # C-105.2 (workers' compensation coverage) and Form # DB-120.1 (disability benefits insurance coverage), or Form CE-200 (Certificate of Attestation of Exemption.)**

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
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:**

Bidders should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and must provide justification why such material, upon request, should not be disclosed to parties other than OCA/DCAJ, except in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

### **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, including but not limited to 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. 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.

## **II. RFB# OCA/DCAJ-183-A**

### **Purpose and Scope**

The NYS Office of Court Administration (hereafter, "OCA"), on behalf of the Deputy Chief Administrative Judge (hereafter "DCAJ") is soliciting sealed bids for the purpose of awarding a single five (5)-year contract to provide the following services: storage, pick-up and transportation from courts/offices, retrieval and related services with respect to court reporter notes of the New York City courts ("UCS Records"), as such services are summarized below, and more particularly described in the Detailed Specifications hereinafter set forth in this RFB.

- Item 1:** Existing Stored Cartons: approximately sixty thousand (60,000) cartons to be delivered to awarded contractor's facility during the first twelve (12) weeks of the initial term of the contract.
- Item 2:** Additional Cartons: Pick-up/storage by awarded contractor of approximately six thousand five hundred (6,500) cartons during the first twelve months of the contract and an average of two thousand (2,000) cartons per year for the next four (4) years of the contract.
- Item 3:** Re-Preparation of approximately 5% of existing stored cartons, or three thousand (3,000) cartons
- Item 4:** Retrieval, Delivery and Return of Stored Files
- Item 5:** Additions to Previously Stored Cartons (Interfiles)
- Item 6:** Periodic inventory and updates.
- Item 7:** Transfer Preparation Upon Termination of Contract
- Item 8:** Destruction

### **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 or the respective contractor and at such charges specified in the award and resulting contract. Court reporter files must at all times be handled only by the awarded contractor's authorized employees, agents or subcontractors

### **Term of Award**

The initial term of the contract(s) shall be five (5) years. It is estimated that the commencement date of the contract will be September 1, 2012. OCA/DCAJ 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 compensation.

### **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. Compensation shall be subject to adjustment as of the commencement date of each renewal term by an amount equal to the percentage change 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, subject to a maximum increase of ten percent (10%) per renewal term. Compensation 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 increase to UCS not less than ninety (90) days prior to the scheduled commencement date of any Renewal Term. Once established, prices shall remain fixed during any renewal term.

### **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.

The award of a contract, and any renewal thereof, shall be subject to the approval of the Offices of the New York State Attorney General and Comptroller, as applicable.

### **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: OCA/DCAJ-183-A Question(s)

The deadline to submit questions is **Wednesday, May 16, 2012, 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](http://www.nycourts.gov/admin/bids).

**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"  
"OCA/DCAJ-183-A due Thursday, May 31, 2012, at 3:00 p.m."

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please file that bids/proposals must be received by the above-named OCA-designated person by Thursday, May 31, 2012 at 3:00 pm at the latest or bids will be declared a "late bid" and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

### **No-Bids**

Bidders are requested to send a no-bid letter to OCA, Attn: Marie-Claude Ceppi, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: OCA/DCAJ-183-A.

### **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 to adequately address the scope of need specified herein. The storage facilities must be compliant with all requirements of these bid specifications, including but not limited to those listed in the Detailed Specifications and the Exhibits attached hereto. Bidder must be able to demonstrate that it owns, leases or otherwise controls the facilities and that it has such control for the initial contract term of five-years and the two five-year optional renewal terms covered by this solicitation.

### **UCS Records Management Policies**

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

### **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. Cartons in storage less than a month will be pro-rated based on the number of days. 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.

### **Court Personnel**

Awarded contractor will be required to perform all services specified herein and to provide and maintain any and all material handling equipment to efficiently and safely deliver such services. Under no circumstances will court personnel perform or assist with any work required of contractor.

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

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

### **Storage Facility Description**

Bidder must include in its bid a narrative description of its intended storage facility addressing the requirements and specifications contained in the Detailed Specifications of this RFB and the Exhibits attached hereto. The storage facilities must be compliant with all requirements of these bid specifications, including but not limited to, those listed in the Detailed Specifications hereinafter set forth.

### **Disaster Recovery**

Bidder shall include with its proposal, a written description of 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. UCS Records shall be deemed in contractor's possession beginning from the point of pickup at a UCS/DCAJ location until return to such location, or other location as UCS/DCAJ may direct.

### **Orders**

Awarded contractor shall accept all orders placed by the UCS during the term of the contract and of any renewal or extension thereof. Awarded contractor shall be solely and completely responsible for the delivery of services according to this RFB's specifications. Vendor shall not proceed with any portion of the requested services without a written order from the UCS.

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

### **Storage Cartons and Equipment**

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".

Awarded contractor shall be responsible, at its own cost, for replacing any cartons damaged in transit or while at its storage facilities.

### **Material Handling**

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

additional cost to the UCS.

### **Service Periods**

All 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. Services may be required at such other times as may be directed by the UCS.

### **Storage facility:**

#### **1. UCS Policies/RFB Requirements:**

Awarded contractor's facility must provide the environmental and records management resources for storing UCS Records, in conformance with the requirements of this solicitation and UCS Records Management Policy #1. 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.

#### **2. Code of Federal Regulations/NARA Standards:**

Bidder's storage facility must further comply with the following Code of Federal Regulation sections ("CFR Regulations") and National Archives and Records Administration Archival Storage standards ("NARA Standards") contained in Exhibit 3 attached hereto, as modified pursuant to this RFB (see references to deleted text [*deleted text*] and additions [*italicized text*] therein) :

- (a) 36 CFR § 1234.10 (records storage facility requirements);
- (b) 36 CFR § 1234.12 (fire safety requirements); and
- (c) NARA Directive § 1571.9 (a) and (b), and Table 1 of Appendix A thereto (temperature/humidity standards).

In the event of a conflict between a standard contained in the CFR Regulations, the NARA Standards and UCS Records Management Policy #1, the most stringent standard shall apply.

#### **3. Facility Summary/Opinion Letter(s):**

Bidder shall, in lieu of CFR Regulations pertaining to the production of specified letters of opinion, express design or review requirements or reports, provide the following:

- (a) a summary of the elements of bidder's storage facility demonstrating compliance with the applicable CFR Regulations and NARA Standards; and
- (b) a letter (or letters) of opinion from an engineer (or engineers), duly licensed or certified, covering structural/civil, fire protection and environmental engineering, indicating that bidder's storage facility complies with the applicable CFR Regulations and NARA Standards, as modified by this RFP.

**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 sixty thousand (60,000) 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 twelve (12) weeks. The transport of materials from the current storage facility to the awarded contractor's facility is not included in this bid.

Additional cartons: Awarded contractor shall be required to store an estimated quantity of six thousand five hundred (6,500) additional cartons during the first year of the contract, and an additional two thousand (2,000) 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 1,000 cartons destroyed over five years, is estimated to be seventy three thousand five hundred (73,500) cartons (See Bid Response Form).

**Item 2. Pick-up and Transportation:**

Additional Inventory (ies)

The awarded contractor shall be responsible for the pick-up (removal) and transportation of the additional cartons from approximately twenty-one (21) court/office locations at approximately sixteen (16) separate addresses located throughout the five (5) boroughs. A listing of current locations/addresses is contained in Exhibit 2 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 Periods", as directed by the NYC courts. The awarded contractor shall transport all cartons to its facility for storage.

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."

**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, 60,000 cartons, or approximately 3,000 cartons. Bidders shall quote a price per carton for re-preparation, which shall include any necessary new boxes.

**Item 4. Retrieval and Delivery of Stored Files:**

Awarded contractor will be responsible, upon request, for retrieving specific files and/or cartons from storage and delivering them to the location requested. Such retrievals shall be solely upon the authorization of the appropriate court reporter or court/office personnel so designated 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

Estimated standard, annual retrievals (pulls) are **1,800 files per year and 200 cartons per year**  
Estimated rush, annual retrievals (pulls) are **40 files per year and 10 cartons per year**

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.

Awarded contractor shall be responsible for pick-up and return to storage of such cartons and files as part of regularly scheduled pick-ups. (See Item 2. Pick-up and Transportation.)

**Item 5: Interfiling**

Retrieved files: Individual files that have been retrieved from storage and are submitted for re-storage must be re-filed in the cartons in which they were previously stored.

The estimated number of retrieved files that need to be re-filed is **two hundred (200) per year**, or one thousand (1,000) for five (5) years.

Additional files: Locations may submit files in addition to retrieved files that must be filed sequentially in cartons that have been previously stored. Awarded contractor shall be responsible for the pick-up of such additional files as part of regularly scheduled pick-ups. (See Item 2. Pick-

up and Transportation.)

The estimated number of additional files that need to be filed is **two hundred (200) per year**, or one thousand (1,000) for five (5) years.

There shall be no transportation charge for pick-up of retrieved files and additional files.

**Item 6. Periodic Inventories and Updates:**

Awarded contractor shall submit an inventory/list to each court/office as follows:

a. Promptly after each pick-up, provide in hard copy and electronic form to the supervising/coordinating court reporter of each court/office for which a pick-up was performed:  
(i) an inventory/index list of each carton picked up.

b. On or before the 15<sup>th</sup> day of each month during the term of the awarded contract one (1) copy each of an up-to-date inventory of all cartons stored during the previous calendar month at contractor's facility.

c. On or before the 15<sup>th</sup> day of each January during the term of the awarded contract, two (2) copies each of an up-to-date inventory listing all cartons stored during the immediately prior year at contractor's facility.

Such inventories/indexes shall list:

- a. County
- b. Court or office (complete address)
- c. Name of reporter
- d. "From" - "to" dates
- e. Box numbers

and they shall be provided by awarded contractor at no additional cost to UCS/DCAJ.

**Item 7. Transfer Preparation Upon Termination of Contract:**

Awarded contractor shall prepare all cartons stored at its facility or facilities for possible transfer to another storage facility within ninety (90) days of notice from UCS/DCAJ. Such preparation work shall include palletizing and load-tagging of cartons, delivery to receiving/shipping area of contractor's facility, and preparation and delivery to UCS and newly awarded contractor of a complete inventory/index list in hard copy and electronic form. Such service shall not include transportation to such facility.

**Item 8: Destruction of Documents**

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

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

The volume of documents in pounds (lbs.) to be destroyed is estimated at 40,000 lbs over five (5) years, or 8,000 lbs/200 cartons per year. 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.

**Summary of Cost per Unit Basis**

File: 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 of additional cartons from Locations & transportation to newly awarded vendor: | Cost per carton                                       |
| 3. Re-preparation of damaged cartons  | Cost per carton                                       |
| 4. Retrieval and delivery of stored files   |   |
| Regular retrieval and delivery  | Cost per file and cost per carton                     |
| Rush (overnight) retrieval and delivery   | Cost per file and cost per carton                     |
| 5 Interfiling   | Cost per file   |
| [6. Periodic inventories  | At no cost to UCS]                                    |
| 7. Transfer preparation (end of contract):  | Cost per carton                                       |
| 8. Destruction  | Cost per pound (less credit per pound, if applicable) |

**BID RESPONSE FORM (p. 1 of 3)**

**N B: Unit pricing shall remain unchanged throughout the initial 5-year term of the contract.** Request for price increases shall only be entertained for the renewal terms (See paragraph "Compensation".) In case of bidder's miscalculation, cost per unit shall prevail and UCS reserves the right to make mathematical corrections based on unit price(s.)

**1. STORAGE PRICE** - The number of cartons have been adjusted to reflect the number of cartons destroyed.

\$ \_\_\_\_\_ /ctn

x 66,300 cartons year 1	\$ _____
x 68,100 cartons year 2	\$ _____
x 69,900 cartons year 3	\$ _____
x 71,700 cartons year 4	\$ _____
x 73,500 cartons year 5	\$ _____

**5-year storage price** \$ \_\_\_\_\_

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

\$ \_\_\_\_\_ /ctn

x 6,500 cartons year 1	\$ _____
x 2,000 cartons year 2	\$ _____
x 2,000 cartons year 3	\$ _____
x 2,000 cartons year 4	\$ _____
x 2,000 cartons year 5	\$ _____

**5-year price for pick-up & transportation** \$ \_\_\_\_\_

**3. RE-PREPARATION OF DAMAGED CARTONS**

\$ \_\_\_\_\_ /ctn x 3,000 ctns \$ \_\_\_\_\_

**BID RESPONSE FORM (p. 2 of 3)**

**4. RETRIEVAL AND DELIVERY OF STORED FILES**

Regular retrieval and delivery

\$ \_\_\_\_\_/file x 9,500 (5 years) = \$ \_\_\_\_\_  
(1,800 files/yr)

\$ \_\_\_\_\_/ctn x 1,000 (5 years) = \$ \_\_\_\_\_  
(200 ctns/yr)

Rush (overnight) retrieval and delivery

\$ \_\_\_\_\_/file x 200 (5 years) = \$ \_\_\_\_\_  
(40 files/yr)

\$ \_\_\_\_\_/ctn x 50 (5 years) = \$ \_\_\_\_\_  
(10 ctns/yr)

**5-year price for retrieval and delivery = \$ \_\_\_\_\_**

**5. INTERFILING**

Re-filing of retrieved files

\$ \_\_\_\_\_/file x 1,000 (5 years) = \$ \_\_\_\_\_  
(200 files/yr)

Filing of additional files

\$ \_\_\_\_\_/file x 1,000 (5 years) = \$ \_\_\_\_\_  
(200 files/yr)

**5-year price for interfiling = \$ \_\_\_\_\_**

[6. PERIODIC INVENTORIES AT NO COST TO UCS]

**7. TRANSFER PREPARATION**

\$ \_\_\_\_\_/ ctn x 73,500 cartons (end of yr 5) = \$ \_\_\_\_\_

**BID RESPONSE FORM (p. 3 of 3)**

**8. DESTRUCTION**

\$ \_\_\_\_\_ / lb. x 40,000 lbs. (5 years) = \$ \_\_\_\_\_

Less \$ credit /lb, if applicable

\$ \_\_\_\_\_ /lb x 40,000 lbs. (5 years) = \$( \_\_\_\_\_ )

**Total destruction cost (5 years)** = \$ \_\_\_\_\_

**GRAND TOTAL PRICE for 5 years** = \$ \_\_\_\_\_  
**(Sum of total price 1. to 8.)**

Company Name: \_\_\_\_\_  
\_\_\_\_\_

Authorized Officer's Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit 1

**RECORDS MANAGEMENT POLICY #1.0 - MAY 7, 1990**

**OFF-SITE STORAGE OF COURT RECORDS:**

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

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

**Exhibit 2**

**Listing of NYC Court Location**

**New York County**

Supreme court-civil term:

60 Centre Street	New York, NY 10007
80 Centre Street	New York, NY 10013
85 Thomas Street	New York, NY 10013

Supreme Court-Criminal term:

100 Centre Street	New York, NY 10013
111 Centre Street	New York, NY 10013

Criminal court:

100 Centre Street	New York, NY 10013
346 Broadway	New York, NY 10013

**Bronx County**

Supreme Court-Civil & Criminal Terms:

851 Grand Concourse Bronx, NY 10451	
265 East 161 Street	Bronx, NY 10451

Criminal court:

265 East 161 street	Bronx, NY 10451
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**Kings County (Brooklyn)**

Supreme Court-Civil Term:

360 Adams Street	Brooklyn, NY 11201
15 Willoughby Street	Brooklyn, NY 11201

Supreme Court-Criminal Term:

360 Adams Street	Brooklyn, NY 11201
120 Schermerhorn Street	Brooklyn, NY 11201

Criminal Court:

120 Schermerhorn Street	Brooklyn, NY 11201
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**Queens County**

Supreme Court-Civil Term:  
88-11 Sutphin Boulevard, Jamaica Queens, NY 11435

Supreme Court-Criminal Term:  
125-01 Queens Boulevard, Kew Gardens Queens, NY 11415  
25-10 Court Square, Long Island City Queens, NY 11415

Criminal Court:  
125-01 Queens boulevard, Kew Gardens Queens, NY 11415

**Richmond County (Staten Island)**

Supreme Court-Civil and Criminal Terms:  
County Courthouse (Richmond Terrace)  
355 Front Street, Staten Island NY 10304

Criminal Court:  
67 Targee Street, Staten Island NY 10304

**Exhibit 3**

**Code of Federal Regulations  
TITLE 36--Parks, Forests, and Public Property  
CHAPTER XII--NATIONAL ARCHIVES AND  
RECORDS ADMINISTRATION**

**SUBCHAPTER B--RECORDS MANAGEMENT**

**§ 1234.10 What are the facility requirements for all records storage facilities?**

(a) The facility must be constructed with non-combustible materials and building elements, including walls, columns and floors. There are two exceptions to this requirement:

(1) Roof elements may be constructed with combustible materials if installed in accordance with local building codes and if roof elements are protected by a properly installed, properly maintained wet-pipe automatic sprinkler system, as specified in NFPA 13 (incorporated by reference, see §1234.3).

(2) *[deleted text]*

(b) A facility with two or more stories must be designed or reviewed by a licensed fire protection engineer and civil/structural engineer to avoid catastrophic failure of the structure due to an uncontrolled fire on one of the intermediate floor levels. *[deleted text]* For existing buildings, this requirement may be demonstrated by a professional letter of opinion under seal by a licensed fire protection engineer that the fire resistance of the separating floor(s) is/(are) at least four hours, and a professional letter of opinion under seal by a licensed civil/structural engineer that there are no obvious structural weaknesses that would indicate a high potential for structural catastrophic collapse under fire conditions.

(c) The building must be sited a minimum of five feet above and 100 feet from any 100 year flood plain areas, or be protected by an appropriate flood wall that conforms to local or regional building codes.

(d) The facility must be designed in accordance with the applicable national, regional, state, or local building codes (whichever is most stringent) to provide protection from building collapse or failure of essential equipment from earthquake hazards, tornadoes, hurricanes and other potential natural disasters.

(e) *[deleted text]* Roads, fire lanes and parking areas must permit access for emergency vehicles in accordance with all applicable laws, rules, codes and regulations.

(f) A floor load limit must be established for the records storage area by a licensed structural engineer. The limit must take into consideration the height and type of the shelving or storage equipment, the width of the aisles, the configuration of the space, etc. The allowable load limit must be posted in a conspicuous place and must not be exceeded.

(g) The facility must ensure that the roof membrane does not permit water to penetrate the roof. NARA strongly recommends that this requirement be met by not mounting equipment on the roof and placing nothing else on the roof that may cause damage to the roof membrane. Alternatively, a facility may meet this requirement with stringent design specifications for roof-mounted equipment in conjunction with a periodic roof inspection program performed by appropriately certified professionals.

(1) *[deleted text]*

(2) Existing facilities must meet the requirements in this paragraph (g) no later than October 1, 2009.

(h) Piping (with the exception of fire protection sprinkler piping and storm water roof drainage piping) must not be run through records storage areas unless supplemental measures such as gutters or shields are used to prevent water leaks and the piping assembly is inspected for potential leaks regularly. If drainage piping from roof drains must be run through records storage areas, the piping must be run to the nearest vertical riser and must include a continuous gutter

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sized and installed beneath the lateral runs to prevent leakage into the storage area. Vertical pipe risers required to be installed in records storage areas must be fully enclosed by shaft construction with appropriate maintenance access panels.

(1) *[deleted text]*

(2) Existing facilities must meet the requirements in this paragraph (h) no later than October 1, 2009.

(i) The following standards apply to records storage shelving and racking systems:

(1) All storage shelving and racking systems must be designed and installed to provide seismic bracing that meets the requirements of the applicable state, regional, and local building code (whichever is most stringent);

(2) Racking systems, steel shelving, or other open-shelf records storage equipment must be braced to prevent collapse under full load. Each racking system or shelving unit must be industrial style shelving rated at least 50 pounds per cubic foot supported by the shelf;

(3) Compact mobile shelving systems (if used) must be designed to permit proper air circulation and fire protection *[deleted text]*.

(j) The area occupied by the records storage facility must be equipped with an anti-intrusion alarm system, or equivalent, meeting the requirements of UL 1076 (incorporated by reference, see §1234.3), level AA, to protect against unlawful entry after hours and to monitor designated interior storage spaces. This intrusion alarm system must be monitored in accordance with UL 611, (incorporated by reference, see §1234.3).

(k) *[deleted text]*

(l) *[deleted text] No records contaminated by hazardous materials, such as radioactive isotopes or toxins, infiltrated by insects, or exhibiting active mold growth shall be stored in areas in which UCS Records are stored.*

(m) To eliminate damage to records and/or loss of

information due to insects, rodents, mold and other pests that are attracted to organic materials under specific environmental conditions, the facility must have an Integrated Pest Management program as defined in the Food Protection Act of 1996 (Section 303, Pub. L. 104-170, 110 Stat. 1512). This states in part that Integrated Pest Management is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools in a way that minimizes economic, health, and environmental risks. The IPM program emphasizes three fundamental elements:

(1) *Prevention.* IPM is a preventive maintenance process that seeks to identify and eliminate potential pest access, shelter, and nourishment. It also continually monitors for pests themselves, so that small infestations do not become large ones;

(2) *Least-toxic methods.* IPM aims to minimize both pesticide use and risk through alternate control techniques and by favoring compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment; and

(3) *Systems approach.* The IPM pest control contract must be effectively coordinated with all other relevant programs that operate in and around a building, including plans and procedures involving design and construction, repairs and alterations, cleaning, waste management, food service, and other activities.

(n) *[deleted text]*

**§ 1234.12 What are the fire safety requirements that apply to records storage facilities?**

(a) The fire detection and protection systems must be designed or reviewed by a licensed fire protection engineer. If the system was not designed by a licensed fire protection engineer, the review requirement is met by furnishing a report under the seal of a licensed fire protection engineer that describes the design intent of the fire detection and suppression system, detailing the characteristics of the system, and describing the specific measures beyond the minimum features required by code that have been incorporated to minimize loss. The report should make specific reference to appropriate industry standards used in the design, such as those issued by the National Fire Protection Association, and any testing or modeling or other sources used in the design.

(b) All interior walls separating records storage areas from each other and from other storage areas in the building must be at least three-hour fire barrier walls. *[deleted text]*

(c) Fire barrier walls that meet the following specifications must be provided:

(1) For existing records storage facilities, at least one-hour-rated fire barrier walls must be provided between the records storage areas and other auxiliary spaces.

(2) *[deleted text]*

(d) Penetrations in the walls must not reduce the specified fire resistance ratings. The fire resistance ratings of structural elements and construction assemblies must be in accordance with ASTM E 119-98 (incorporated by reference, see §1234.3).

(e) The fire resistive rating of the roof must be a minimum of 1/2 hour for all records storage facilities, or must be protected by an automatic sprinkler system designed, installed, and maintained in accordance with NFPA 13 (incorporated by reference, see §1234.3).

(f) Openings in fire barrier walls separating records storage areas must be avoided to the greatest extent possible. If openings are necessary, they must be protected by self-closing or automatic Class A fire

doors, or equivalent doors that maintain the same rating as the wall.

(g) Roof support structures that cross or penetrate fire barrier walls must be cut and supported independently on each side of the fire barrier wall.

(h) If fire barrier walls are erected with expansion joints, the joints must be protected to their full height.

(i) Building columns in the records storage areas must be at least 1-hour fire resistant or protected in accordance with NFPA 13 (incorporated by reference, see §1234.3).

(j) *[deleted text]*

(k) Where lightweight steel roof or floor supporting members (e.g., bar joists having top chords with angles 2 by 12 inches or smaller, 1/4-inch thick or smaller, and 13/16-inch or smaller Web diameters) are present, they must be protected either by applying a 10-minute fire resistive coating to the top chords of the joists, or by retrofitting the sprinkler system with large drop sprinkler heads. If a fire resistive coating is applied, it must be a product that will not release (off gas) harmful fumes into the facility. If fire resistive coating is subject to air erosion or flaking, it must be fully enclosed in a drywall containment constructed of metal studs with fire retardant drywall. Retrofitting may require modifications to the piping system to ensure that adequate water capacity and pressure are provided in the areas to be protected with these large drop sprinkler heads.

(l) Open flame (oil or gas) unit heaters or equipment, if used in records storage areas, must be installed or used in the records storage area in accordance with NFPA 54 (incorporated by reference, see §1234.3), and the IAPMO/ANSI UMC 1, Uniform Mechanical Code (incorporated by reference, see §1234.3).

(m) For existing records storage facilities, boiler rooms or rooms containing equipment operating with a fuel supply (such as generator rooms) must be separated from records storage areas by 2-hour-rated fire barrier walls with no openings directly from these rooms to the records storage areas. Such areas must be vented directly to the outside to a location where fumes will not be drawn back into the facility.

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(n) [*deleted text*]

(o) [*deleted text*]

(p) Equipment rows running perpendicular to the wall must comply with NFPA 101 (incorporated by reference, see §1234.3), with respect to egress requirements.

(q) No oil-type electrical transformers, regardless of size, except thermally protected devices included in fluorescent light ballasts, may be installed in the records storage areas. All electrical wiring must be in metal conduit, except that armored cable may be used where flexible wiring connections to light fixtures are required. Battery charging areas for electric forklifts must be separated from records storage areas with at least a 2-hour rated fire barrier wall.

(r) Hazardous materials, including records on cellulose nitrate film, must not be stored in records storage areas. Nitrate motion picture film and nitrate sheet film may be stored in separate areas that meet the requirements of the appropriate NFPA standards, NFPA 40–1997 (incorporated by reference, see §1234.3), or NFPA 42 (incorporated by reference, see §1234.3).

(s) All record storage and adjoining areas must be protected by a professionally-designed fire-safety detection and suppression system that is designed to limit the maximum anticipated loss in any single fire event involving a single ignition and no more than 8 ounces of accelerant to a maximum of 300 cubic feet of records destroyed by fire. Section 1234.32 specifies how to document compliance with this requirement.

**NARA 1571.9**

**What are the temperature and humidity standards?**

**a. Appendix A specifies the maximum acceptable temperatures in areas where records are stored, and the maximum acceptable temperature set point for areas where records are exhibited, processed, or used. Appendix A also specifies the acceptable range for relative humidity in areas where records are stored, processed, exhibited, or used. Use cooler temperature and drier relative humidity set points whenever possible, as these conditions extend the life and significantly enhance the preservation of the records.**

*[deleted text]*

**b. The standards specified in Appendix A must be maintained 24 hours per day, 365 days per year, unless otherwise stated. Once a set point is programmed, daily fluctuations must not exceed 5° F and/or 5 percent relative humidity. Relative humidity levels represented in a range indicate minimum and maximum set points. Seasonal movement between these set points must not exceed 5% per month while staying within the +/-5% daily band restriction.**

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**Appendix A  
 Temperature and Relative Humidity Standards for Archival Records**

**Table 1. Records Storage Areas**

Records medium	Dry Bulb <u>Maximum</u> Temperature	Relative Humidity Set Point
Paper Textual records including files, cards, bound volumes, computer printout and other papers <i>[balance of table deleted]</i>	65°F*	35 - 45%* ± 5%

*[deleted text]*

\*Cooler temperature set points and within the specified range drier relative humidity set points should be used for these media whenever possible in order to improve the preservation of the records. *[deleted text]*