

**STATE OF NEW YORK**

**JUDICIARY**

**—REQUEST FOR BID—**

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

NEW YORK STATE OFFICE OF COURT ADMINISTRATION CONTRACT & PROCUREMENT ADMINISTRATION 42 KARNER ROAD, ALBANY, NY 12205  (Agency Name and Address)
Direct Inquiries to: BETTY FALTERMEIER, COURT ANALYST Telephone No.: (518) 869-4732

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

PER ATTACHED RFP/RFB SPECIFICATIONS

<b>Bid Number:</b> OCA/CPA-321	<b>Commodity Group:</b>
<b>Opening Date:</b> July 25, 2006 <b>Time: 11:00 AM</b>	<b>Commodity Name:</b> ORIGINAL MICROFILM & FICHE STORAGE

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

Agency's Specification of item(s) Required (include quantities)	Bidder's Quotation and Specific Description of Item Offered
<p><b><u>UCS ATTACHMENT I, ATTACHMENT II ATTACHMENT III AND ATTACHMENT IV ARE ATTACHED &amp; INCORPORATED HEREIN.</u></b></p> <p>Estimated quantity term contract for the archival storage of silver original microfilm and microfiche media for various courts and agencies of the Unified Court System.</p> <p>Contract Term(s) Five years with an option to renew for two (2) additional one (1) year periods. October 1, 2006 through September 30, 2011.</p>	<p>BIDDERS ARE TO SUBMIT ALL REQUIRED DOCUMENTATION AND PRICING IN THE FORMAT PRESCRIBED BY THE ATTACHED RFP/RFB SPECIFICATIONS.</p>

**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	

# DOCUMENT ENCLOSURE CHECKLIST

## Page 1

All of the following documents and information, must be **fully executed** as indicated (**Notarized where required**) and returned as specified. Failure to include **any** of the required documents or information may result in rejection of the bidder's proposal.

- Document Enclosure Checklist
- Request for Bid Form
- Attachment I, pages 3 of 10 (Non-Collusive Bidding Certificate) and 4 of 10 (Acknowledgment Form)
- Attachment II - ST-220 (Vendor Tax Compliance & Certification)
- Attachment III - Vendor Responsibility Questionnaire
- Attachment IV - Lobby Law Legislation
- Appendix B - Description of Bidder's Facilities, etc.
- Appendix C - List of references
- Appendix D - Additional information
- Proof of Insurance
- Attachment V - Bid Response Form(s)
- Five (5) complete sets of proposals and documentation as required

Note: All documents which require signatures must bear the original signature of the **same authorized individual** and signatory notarizations **must** be that of the person whose signature is affixed to required documents.

# DOCUMENT ENCLOSURE CHECKLIST

Page 2

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name in Print: \_\_\_\_\_ Title: \_\_\_\_\_

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

**RFB #OCA/CPA-321  
ORIGINAL MICROFILM & FICHE STORAGE**

**BID OPENING: 07/25/06  
11:00 AM**

**NOTE:** In addition to such other specifications and criteria presented herein, the NYS Unified Court System Standard Request for Bid Clauses & Forms - Attachment I, Contractor Certifications, ST-220, and Attachment III, Vendor Responsibility Questionnaire must be downloaded from the Contract & Procurement web site under addenda for the appropriate solicitation and are incorporated and made a part hereof.

**Purpose and Scope:**

The New York State Office of Court Administration, Contract and Procurement Administration (hereinafter CPA) is soliciting sealed proposals on behalf of the OCA Division of Records Management (hereinafter OCA/RM) for the purpose of establishing a single **estimated quantity** term contract to provide for the archival storage of silver original microfilm and microfiche media for various courts and agencies of the Unified Court System (hereinafter UCS).

**Term of Contract:**

Contract will be awarded for an initial period of five (5) years commencing on or about October 1, 2006 through September 30, 2011. The UCS reserves the right to renew such contract for one (1) additional two (2) year periods upon the same terms and conditions. The UCS further reserves the right to extend the contract for a period not to exceed one hundred and eighty (180) days upon written notification to contractor(s) prior to contract termination date, or any renewal period thereof. Any such renewal or extension shall be subject to approval by the Office of the Attorney General (hereinafter OAG) and the Office of the State Comptroller (hereinafter OSC).

**Eligibility of Bidders:**

Vendor must have a minimum of three (3) years experience in providing similar services utilizing state-of-the-art equipment, sufficient staff to meet UCS needs, must provide 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.

**Method of Award:**

A single contract will be awarded to the lowest, responsible bidder determined to be in compliance with the RFB and specifications. Responsible shall be defined to include, but not be limited to, compliance with these specifications, references, bidder's performance history, financial stability, resources, cost factors and experience with comparable awards/contracts.

**Determination of Lowest Cost:**

Except as stated herein, all cost factors stated herein and represented on the attached Bid Response Form (Attachment 5) will be multiplied by the stated estimated quantities and term of contract to determine **total estimated costs for the contract period** as indicated on the Bid Response Form as the **Grand Total**.

**Price:**

All cost factors presented in the bidder's proposal shall be net and **inclusive of all of the requirements and services contained herein**, unless specified otherwise herein, and shall remain firm throughout the initial contract period and any extension periods.

**Price Increase/Adjustment:**

All pricing bid, awarded and contracted shall remain firm throughout the initial five (5) year term of the contract. Pricing adjustments applicable to the **renewal** period **may** be allowed upon presentation of **reasonable, necessary and documented** cost increase for factors beyond contractor's control, except that no such cost increases will be allowed for labor, wage or benefit factors except as required by law. Contractor must present any request for increase(s) to the Contract & Procurement Administrator not later than ninety (90) days prior to the expiration date of the initial contract term. No price adjustment(s) will be allowed for any **extension** period.

**Pricing Structure:**

Pricing shall be submitted only on, and in the format prescribed by the Bid Response Form. Bidder must enter a price or "No Charge" or "N/C" for each category of pricing presented on the form. The submission of an inaccurate or incomplete Bid Response Form **may result in rejection of the bid**. Proposers are cautioned to be thorough and accurate. In the event of a miscalculation, the unit pricing will prevail.

**Alternate Proposals:**

In the event satisfactory bids are not received, the CPA reserves the right to consider alternate proposals containing deviations from specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

**Failure to Provide Data:**

Failure to submit any documents or information requested by the CPA in a timely manner,, may result in rejection of bidder's proposal.

**Required Copies:**

In addition to all required original RFB documents (fully executed RFB form, Non-Collusive Bidder Certificate, Acknowledgment, ST-220 Taxpayer Certification, Bid Response Form, Vendor Responsibility Form, Lobby Law Legislation Form) and any other required documentation, brochures, etc., **proposer must included five (5) copies of all such material. Failure to provide same may result in disqualification of bidder's response!**

**Please note:** Copies of the bid, brochures, etc., should **not** be submitted in a binder, or in any other bound fashion except that they may be submitted bound only by rubber bands, clips or similar devices.

Complete the paperwork on the forms provided with this solicitation unless otherwise specified

herein. **Do not retype or amend any portion of this solicitation.** Failure to comply may result in disqualification.

**Storage Facility:**

The contractor's storage area is to be maintained in a clean, dry, safe manner, be free of any infestation and shall be subject to periodic inspection by OCS personnel. Contractor's facility must provide, as a minimum: a fireproof area for the storage of the documents specified herein, proper security measures (electronic or other systems), climate control, i.e. temperature, humidity. Bidder must include all particulars regarding the physical aspects of the intended storage site (**Appendix B**).

The bidder must submit with their bid any all detailed information with respect to the facilities to be used. Such information shall include, but not necessarily be limited to; film/fiche enclosures, storage rooms, environmental monitoring/recording devices employed, fire protection, emergency power contingencies, training and qualifications of personnel, etc.

Any additional pertinent information the bidder wishes to include should be labeled **Appendix D**.

**Unacceptable Proposals:**

The UCS may reject any proposals from bidders who previously defaulted on contract obligations, as surety or otherwise, upon any obligation to the State of New York; who have been declared not responsible, or disqualified by any agency of the State of New York; or have any proceeding pending relating to the responsibility or qualification of the bidders to receive public contracts.

**Implied Requirements:**

Products and services that are not specifically requested in the RFB, 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 a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**Submission of Paperwork:**

Bid responses must be in English.

**Please read "Bid Instructions - General Requirements" on the Bid Instruction page of the Procurement & contract Opportunities site (<http://www.nycourts.gov/admin/bids>) carefully.**

Bidders are cautioned to check the web site often for any changes or amendments to the solicitation. (See On-Line Package Disclaimer)

All bids and proposals must be submitted in a sealed envelope, package or carton and marked in

large block letters on two (2) sides:

**SEALED BID - DELIVER IMMEDIATELY**

The lower left corner of the outside of the envelope must be marked:

**Bid - do not Open**  
**OCA/CPA-321**  
**Due Date: July 25, 2006**  
**Time: 11:00 am**

and received **on or before** 11:00 am on July 25, 2006 to the attention of:

Betty Faltermeier  
Court Analyst  
NYS Office of Court Administration  
Contract and Procurement Administration  
42 Karner Road  
Albany, NY 12205

All times indicated are E.S.T. or E.D.S.T. (Eastern Standard Time or Eastern Daylight Savings Time)

**Online RFB/RFP Package Disclaimer:**

Bidders accessing any UCS/OCA solicitations and related documents from the NYS UCS website <http://www.nycourts.gov/admin/bids> shall remain solely and wholly responsible for reviewing the respective solicitation and 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.

The paperwork is to be organized as follows:

1. **Document Enclosure Checklist**
2. **Signed and completed Request for Bid Form.**
3. **Fully executed and appropriately notarized Attachment I**, pages 3 of 10 (Non-Collusive Bidding certificate) and 4 of 10 (Acknowledgment Form).
4. **Fully executed and appropriately notarized Attachment II** (ST-220 Tax Compliance & Certification)
5. **Fully executed and appropriately notarized Attachment III** (Vendor Responsibility Questionnaire)
6. **Fully executed Attachment IV** (Lobby Law Legislation)
7. **Appendix B** - Description of bidder's facilities, including detailed information (See Storage Facility in General Specifications)

8. **Appendix C - List of References** List of four (4) references, including names and phone numbers of clients for whom comparable services have been performed within the past two (2) years, including name and title of the person having direct knowledge of bidder's performance.
9. **Appendix D - Additional Information**
10. **Attachment 5** - Completed Bid Response Form(s)
11. **Proof of Insurance**

**Subcontracting:**

Subcontracting is not permitted. See 5.3 of the Detailed Specifications.

**Compliance with Laws:**

Contractor(s) shall be compliant with all applicable Federal, State and Local laws, rules and regulations.

**Insurance Requirements:**

Bidder's must submit proof of adequate liability and comprehensive insurance coverage in the form of a Certificate of Insurance. A Minimum of \$1,000,000.00 is required. A photocopy of such certificate is acceptable.

Such insurance shall be maintained and kept current throughout the contract period, or any renewal or extension thereof and shall be at no cost to the UCS.

**Liability - Personal Injury:**

Awarded contractor(s) shall hold harmless the State of New York, the Unified Court System and the Office of Court Administration with respect to any injuries sustained by contractor's employees, agents, subcontractors, etc. during the contract period.

**Vendor Liability - Damages/Theft/Loss:**

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

Contractor shall also be responsible for any theft, loss or damage of any material referenced herein while in contractor's possession.

**Material Handling Equipment:**

Contractor will be fully responsible for providing any and all material handling equipment, i.e., handcarts, platform dollies, etc.

### **Court and Agency Personnel:**

Except where noted, under no circumstances, shall any personnel employed by the courts and agencies of the UCS perform, or assist in the performance of, any of the services required of the contractor. Contractor shall at all times be responsible for assigning an adequate number of qualified personnel for the services prescribed by the RFB and subsequent contract.

### **UCS Records/Material:**

All records and material described herein is the official property of the New York State Unified Court System, and shall remain so. Any and all such records and material shall be immediately surrendered upon demand at such charges specified in the award and resulting contract.

### **Contractor Contact:**

Contractor shall designate a staff member to act as the key contact for the courts and related offices of the UCS for the term of the agreement.

### **Contractor Invoicing:**

On a quarterly basis, contractor shall prepare an invoice which accurately reflects for each court or agency all activity within the period and transmit same to the designated "Bill To" location by the tenth (10<sup>th</sup>) business day of the following month. Invoices must clearly identify specific court/office, address, period covered, services provided, contract billing rate(s), etc.

### **Payments:**

All payments due contractor will be processed in a timely manner upon receipt of accurate and properly executed invoices for the contractor.

**Note:** Payments will only be processed for services covered by the resulting contract. Performance of any other services by contractor shall be wholly at their own risk.

### **Delivery to Contractor's Facility:**

At the option of the respective court or agency, the delivery of microforms to the contractor's facility shall be accomplished by the following methods:

- A. By contractor pick-up per the following procedures:
  1. Upon notification, contractor shall schedule the pickup of the item(s) within thirty (30) days of such notice. Contractor's representative shall present proper identification to court/office authority at the time of pickup and will sign appropriate acknowledgment of pick-up.
  2. Once pick-up is effected, contractor shall be wholly responsible for the transport of the item(s) through to destination. Contractor shall acknowledge receipt of item(s) at facility to specific court/office within five (5) working days from date of pickup.
- B. By court/related office via UPS or other means.

Generally, the microforms shall be delivered to the contractor's facility. In rare instances, pick up will be required.

**Service Period:**

All services specified herein shall be performed during normal business hours; Monday - Friday, 9:00 am - 5:00 pm except legal Judicial holidays.

**Handling and Storage of Court Records:**

**Note:** The microforms specified herein are official and confidential court documents which shall at all times be handled and treated as such **only** by the contractors authorized employees, agents, etc.

**Services to be Performed:**

**Item 1. Relocation of current stored material.**

As previously noted, there are approximately 4,000 estimated boxes of film and fiche currently in storage at a facility in Boyers, PA.

Bidders are to address only the dockside pickup, transportation and delivery into storage at their facility of this material.

Basis of costs: Charges associated with services designated above shall be quoted on a cost per carton/container basis.

**Item 2. Storage at Awarded Contractor's Facility**

Contractor shall store the initial microform and subsequent annual growth quantities as estimated previously in the specification.

The UCS anticipates the need for storage of Optical Disk Media. While the Optical Disk Media is not currently in storage, the UCS anticipates that there may be a need for this service in the future, therefore the pricing for this item is not calculated in the Grand Total. However should the pricing bid be excessive, it may be grounds for **rejection or renegotiation**.

Basis of costs: Charges associated with the storage of cartons/containers shall be quoted on a cost per carton/container per year basis and pro-rated accordingly.

**Item 3. Retrieval and Delivery**

Retrievals, and delivery of specific notes, files or cartons shall be priced on a round trip basis, not withstanding the time frame the file is in the court/location's possession. There shall be no additional or separate charges for the return of such items to the inventory. Any such retrievals shall be solely upon the written authorization of the appropriate court/office personnel so designated.

Retrieval and delivery to the requesting location shall be accomplished within 48 hours subsequent to the receipt of written authorization by contractor. In the case of mass carton retrievals, the

delivery time frame shall be as determined mutually by the contractor and the location. Deliveries exceeding this time period may be subject to a 10% per day reduction in the storage fees for carton/container unless alternate prior arrangements have been made with the location. A uniform retrieval/delivery request form shall be adopted and used.

#### **Item 4. Relocation Preparation**

Upon final expiration of awarded contract, or any renewal or extension thereof, contractor shall prepare all stored, to-date cartons/containers for possible relocation to the then new awarded contractor's facility. This item does not include transportation to such facility.

Such preparation work shall include, but not be limited to, palletizing and load tagging of cartons, delivery to the current contractors shipping/receiving area and a current, accurate computerized inventory printout. Containers are to be in excellent condition with an up-to-date accurate inventory. This item includes, but it not limited to, palletizing, load tagging, shrink wrapping and moving to the loading dock to facilitate pick up by the awarded vendor.

**Note:** Awarded contractor will be responsible for providing an adequate quantity of exchange pallets for this purpose.

Basis of costs: charges associated with services designated above shall be quoted on a cost per carton/container basis.

#### **Conversion Period:**

should a change of contractor occur, **it will be performed in a smooth, professional manner by all parties within an agreed time frame** that is acceptable to the Micrographics Coordinator.

#### **Accountability:**

Should a change of contractor(s) occur, each party will be responsible for the accountability (location) of each carton and item as follows:

**The current (delivering) contractor,** will be responsible for know the location of all materials, ensuring that the cartons are in good physical condition and providing a current, accurate inventory up to the point of transfer and signatory acceptance of same by the new (receiving) contractor.

**The new (receiving) contractor,** Once in their possession, will be responsible for knowing the location of all materials for which they have given signatory acknowledgment for, and receipt thereof to the prior contractor. They will notify the Micrographics Coordinator in writing within two (2) business days and provide a written inventory within five (5) business days.

In all instances, both parties will be respectful of the material in question and perform in a cooperative manner and keep the respective courts/offices and the Micrographics Coordinator informed of what material has been transferred and received by whom, when and where it is currently located; dockside; loading; en route to new location; received at new location.

**Reports:**

Monthly reports, **at no additional charge**, shall be provided to the initiating locations and a summary report shall be issued to Mr. Rick Hogan, Micrographics Coordinator, Office of Court Administration, 25 Beaver Street, 8<sup>th</sup> Floor, New York, NY 10004 containing pertinent identification information regarding the stored records. These reports shall contain, at a minimum information, as to the daily fluctuations in temperature and humidity in the facility.

**Estimated Quantities:**

Any requirements specified in this solicitation constitute estimates **only**, and accordingly, no commitment or guarantee to reach any specified volume of business is made or implied. Accordingly, the award shall be for an **estimated quantity term contract**.

**Termination:**

The UCS may terminate any contract(s) resulting from this proposal at any time by giving the contractor(s) ten (10) days written notice. In the event of such termination, the UCS shall be liable only for those services performed by the contractor(s) up to and including the effective date of the termination.

**Bidder's/Contractor's Facility:**

For purposes of evaluation, **bidder's** proposed facilities shall be available for inspection. Subsequent to the award, **contractor's** facilities shall be made available for periodic inspection upon request.

**Confidentiality:**

Bidder acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the contractor(s) by an individual or entity of the UCS, or otherwise obtained by the contractor(s) in the performance of the contractual services, 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(s) without the express prior written authorization of the OCA/HR. Any breach of this confidentiality by the bidder, by any of its employees, servants, subcontractors, agents or volunteers may result in the immediate termination of any resulting agreement by the UCS and may subject the bidder to further penalties.

**Inquiries:**

Any and all inquiries regarding this RFB are to be **in writing** and directed to:

Betty Faltermeier  
Court Analyst

Office of Court Administration  
Contract and Procurement Administration  
42 Karner Road  
Albany, NY 12205  
email - [bfalterm@courts.state.ny.us](mailto:bfalterm@courts.state.ny.us)  
fax - (518) 869 - 4735

RFB #OCA/CPA-321  
ORIGINAL MICROFILM & FICHE STORAGE

BID OPENING: 07/25/06  
11:00 AM

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

1. Scope

- 1.1 This specification covers the detail requirements for storage of microforms produced by or for various courts of the New York State Unified Court System.
- 1.2 the present volume for storage is approximately 37,500 16mm roll film, 2,200 35mm roll film and 1,290,000 cut fiche.
- The potential growth rate per year is approximately 18%. (
- 1.3 the Unified Court System does not guarantee any volume of storage.

2. General (All references to ANSI standards shall be to the latest revision thereof. References to Tables or Lists within such standards shall apply to the equivalent Tables or Lists in the latest revision.)

2.1 **Requirements, Archival (permanent record) Microforms, Fire-Protective Facility:**  
The storage facility shall comply with the physical requirements of American National Standards Institute (ANSI IT9.11) **Storage of Processed Safety Film:**

- A. Storage Housing (ANSI IT9.11, Section 5)
- B. Storage Rooms (ANSI IT9.11, Section 6)
- C. Environmental Conditions (ANSI IT9.11, Section 7)
- D. Fire-Protective Storage (ANSI IT9.11, Section 8)
- E. All applicable UCS Standards

- 2.2 The Unified court System, shall be responsible for quality, film processing and proper packaging compatible with this specification.
- 2.3 The definitions of ANSI IT9.11 shall apply.
- 2.4 Storage facilities are subject in inspection and approval by representatives of the Unified Court System's Office of Court Administration to ensure that the facilities are equipped to meet, and in compliance with the requirements specified herein.
- 2.5 The Office of Court Administration shall supply a list of personnel approved for admittance to the facility. No unauthorized individuals should be admitted. Vendor will need to demonstrate a security access system.
- 2.6 **POLICY #11**

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**Guidelines for Storage of Optical Disk Media:**

Optical Disks such as CD's and DVD's, once touted as a virtually indestructible storage medium, have proven to be anything but that. They have many of the same storage requirements that other supposedly "less stable" mediums do. ANSIT 9.25 (1007) is the basic standard for optical media.

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**Storage:**

All Disks should be stored in their box standing upright, not flat. There should be book shelf style separators every 4 to 6 inches. This prevents warping. Do not stuff or force disks between the separators or conversely leave them on an angle.

Keep all storage areas clean.

All Disk media should be stored in a dark room and must be kept away from sources of Ultra Violet (UV) light. This includes sunlight and unshielded florescent lamps. All disks must be kept away from potential sources of demagnetization. This includes, computers, computer monitors, televisions, telephones, speakers, cell phones, vacuum cleaners, electric motors or any potential source of magnetism (This list is far from exhaustive).

Environmental conditions greatly affect the life of the disk because the metal inside the disk has been proven to oxidize or "rot". Heat is an enemy as well. The storage areas should be climate controlled at a constant 60 to 74° F and 30 to 55% relative humidity (RH). The environmental conditions should not vary by more than  $\pm 5^\circ$  F or  $\pm 5\%$  RH over a 24 hour period.

For extended term storage the storage area should be climate controlled at a constant 50° F and 20% RH. The environmental conditions should not vary by more than  $\pm 2.5^\circ$  F or  $\pm 2.5\%$  RH over a 24 hour period. No disk should be stored below 46° as this could cause the disk to become brittle.

The shelving on which the disk are stored should be able to withstand about 20 pounds per shelf foot. Because of the design of the packaging, the disks will tend to concentrate their weight at the centerline fo the shelf, which if not properly supported can cause a collapse.

Again, on the shelf, disks should be stored upright and next to one another. They should not be stacked upon each other or in front of one another.

### 3. Environmental Control Requirements

- 3.1 Storage facility must maintain constant relative humidity (20 - 30%) and temperature conditions (<70° F) in accordance ANSI IT9.11 using *extended term storage* as detailed in the standard.
- 3.2 The microforms storage area shall not share an air circulation system (typically central air conditioning) with areas that include the storage of materials (typically paper, rubber, adhesive, etc.) which contaminate the atmosphere (by producing peroxides, ozone, sulfur dioxide, hydrogen sulfide and nitrogen oxides), and which are known to cause damage to microforms.
- 3.3 A storage facility which is exposed to urban or industrial atmospheric contaminants shall decontaminate all incoming air (see ANSI IT9.11, Par. 7.3 and Annex D)
- 3.4 **Environmental Recording Device:** the storage facility shall maintain a recording thermometer-hygrometer on a continuous basis (24 hour, 7 day week) in the

immediate storage area (if the microforms are stored in more than one vault, this requirement applies to each vault). The unit shall be no more than 3 meters (10 feet) from the closest film drawer in use. Photocopies of the weekly temperature and humidity charts shall be forwarded weekly to the Microfilm Coordinator of the Office of court Administration. In addition to the environmental data, each chart shall include the following information:

- facility name and address
- date (week ending)
- location (room/vault number, etc)

All bidders should be prepared to demonstrate their ability to meet the temperature and relative humidity specifications over a sustained period of time (minimum one (1) year).

- 3.5 In the event of an area power failure for a short term (several hours), the facility's ambient temperature should not exceed 75 Fahrenheit, and the relative humidity should not exceed 55% Relative Humidity. The facility shall have a power system capable of maintaining, over the long term, the ambient atmosphere required by this specification.
- 3.6 The storage facility will be equipped with intrusion, fire and ionization smoke detectors connected to alarm systems that are monitored 24 hours a day. They will employ bonded and security cleared armed guards on site 24 hours per day, 365 days per year. Initial response time to an alarm will be immediate and not depended on local police or other contract security services. The facility will have an on-site fire brigade or local fire department with no more than a 5-minute response time.
- 3.7 The construction components of the private vault; walls, doors, roof and wall penetrations should be Class "A" - 3 hour fire rated.
- 3.8 The storage facility must be constructed and maintained in a manner which minimizes the risk of damage or destruction from the following:
  - Natural disasters such as winds, floods or fire.
  - Environmental disasters such as high and low temperatures and humidity.
  - Infestation of insects, mold or rodents.
- 3.9 **Notification:** If any event should occur which puts the microforms records at risk of damage or loss, an officer of the storage facility shall contact the Microfilm Coordinator of the Office of Court Administration immediately by telephone, and shall provide a full written report of the event within thirty (30) days, of the occurrence.

#### 4. Containers

- 4.1 The microforms shall normally be contained in the following manner:
  - a) Individual rolls or microfiche in an enclosed metallic or inert-plastic box; the storage facility shall not accept for storage any microforms not packaged in accordance with archival (permanent value) standards, typically cardboard boxes. The provisions of ANSI IT9.2 shall apply.
  - b) Existing boxed microforms in a ventilated steel microforms storage cabinet

drawer, as follows:

- **roll film:** film containers shall be three-compartment, 61 cm (24 inch) deep (nominal inside dimension), with ventilation openings to permit air circulation;
- **microfiche:** film containers shall be two-compartment, 61 cm (24 inch) deep (nominal inside dimension), with ventilation openings to permit air circulation.

c) Newly-received boxed microforms will be stored in enclosed ventilated plastic cartons (in accordance with ANSI IT9.2) Prestige Plastics Corp., 170 Central Avenue, Farmingdale, NY 11735, catalog no. MICROBOX or equal; these cartons shall become the property of the New York State Unified Court System, and shall be so labeled;

4.2 **Drawer/Carton loading:** Individual drawers or cartons shall not be filled to maximum capacity. Expansion space shall be allowed to accommodate a microforms repackaging program without necessitating film location (drawer/carton) changes. Five (5) centimeters (2 inches) minimum six and a half (6.5 centimeters ( 2 ½ inches) maximum shall be allowed in each row.

4.3 The lowest drawer or shelf in use shall be at least fifteen centimeters (6 inches) off the floor.

## 5. Miscellaneous

5.1 The Unified Court System's film will be stored in a private vault type storage area within the facility with only film belonging to the Unified Court System.

5.2 The successful bidder will provide secured transportation from the Unified Court System's present leased location in Boyers, Pennsylvania, to the new contractor's site. The new contractor will bear all relocation costs. Any additional costs charged to the Unified Court System by its former storage site owner due to delays in vacating the current site caused by the new contractor will be deducted from payment(s) to the new contractor prior to issuance of payment warrant(s) to the new contractor.

5.3 The contractor will comply with the above specifications, without subcontracting (except for the transportation of the cartons/containers if required, i.e., common carrier, etc.)

# **ATTACHMENT 5**

## **BID RESPONSE FORM**

**OCA/CPA-321  
ORIGINAL MICROFILM & FICHE STORAGE**

**BID OPENING: 07/25/06  
11:00 A.M.**

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

ITEM	EST. QTY	UNIT PRICE	SUB TOTAL	TIMES (5) YEARS	TOTALS
1. RELOCATION	4,000				
2. STORAGE/CARTON - UNIT PRICE FOR 5 YEARS <b>(NO ESCALATION)</b>					
YEAR 1	4,000				
YEAR 2	7,720				
YEAR 3	5,570				
YEAR 4	6,575				
YEAR 5	7,750				
2.TOTAL STORAGE (5 YEARS)					
2A. OPTICAL DISK MEDIA STORAGE/CARTON - UNIT PRICE					
2B. RETRIEVAL & SHIPPING/ RECORD					
2C. RETRIEVAL & SHIPPING/ CARTON					
3. RETRIEVAL&SHIPPING/ CTN/YEAR	40				
4. RELOCATION PREPARATION	7,750				
<b>GRAND TOTAL</b>					

Bidder hereby certifies that the above quoted prices are applicable to all customers for comparable quantities, quality, styles or services.

**VENDOR SECTION**

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

\_\_\_\_\_  
Authorized Name in Print

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code