

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@nycourts.gov

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

Bid Number: OCA/RM-203	Commodity Group:
Opening Date: 10/21/2014 Time: 3:00 pm Issue Date: 09/26/2014	Commodity Name: Storage of Microfiche and Microfilm

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
<u>UCS ATTACHMENT I, III, and IV ATTACHED & INCORPORATED HEREIN.</u>	ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.

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.

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

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.**

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:	

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DOCUMENT ENCLOSURE CHECKLIST

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

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

- _____ UCS Request for Bid/Proposal Form with original signature
- _____ Attachment I - Standard Request for Bid Clauses & Forms
 - p.3 - Non-Collusive Bidding Certificate
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- _____ Attachment II - Not Applicable
- _____ Attachment III - Vendor Responsibility Questionnaire
 - paper questionnaire attached, or
 - questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening due date
- _____ Attachment IV - Procurement Lobbying forms
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)
 - Termination Clause (UCS 423)
- _____ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see paragraph "Insurance Requirements" for a list of accepted forms.
- _____ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications
- _____ Description of company's experience and competence
- _____ Disaster Recovery Program Description
- _____ Narrative description of storage facility/facilities
- _____ List of references
- _____ Original bid response + three (3) 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 documents.

OCA/RM-203
STORAGE OF MICROFICHE AND MICROFILM

Bid Opening Date: October 21, 2014
3:00 p.m.

Bidder: _____

Authorized Signature: _____ Date: _____

Authorized Signatory Name and Title:

I. RFB# OCA/RM-203: DETAILED SPECIFICATIONS

Purpose and Scope

The New York State Office of Court Administration is soliciting sealed proposals on behalf of the OCA Office of Records Management (hereinafter, "OCA/RM") for the storage of microfilm and microfiche (hereinafter, "Microforms" or "UCS Records") belonging to the Unified Court System (hereinafter, "UCS".) All Microforms shall be stored in an area reserved exclusively for the Unified Court System (separately from any other clients) for the Microforms, within the storage facilities awarded contractor (hereinafter, "awarded contractor or contractor").

Term of Award

The initial term of the contract shall be five (5) years. It is estimated that the contract will commence during on or around February 1, 2015. UCS shall have the option to renew the awarded contract for two (2) additional five (5) year terms (Renewal Terms) upon the same terms and conditions except pricing, as set forth herein. In addition, the UCS further reserves the right to extend this agreement for an additional six (6) months at the end of the initial term or the first optional one-year renewal term (Extension). The aggregate contract term shall not exceed fifteen (15) years, including Renewal Terms and/or Extension. The awarded contract and the Renewal Terms (including Extension) are subject to the approval of the NYS Attorney General and the Office of the New York State Comptroller.

Questions

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

Marie-Claude Ceppi
mceppi@nycourts.gov

Please indicate in "Subject" field: RFB# OCA/RM-203 - Question(s)

The deadline to submit questions is October 9, 2014 before 5:00 pm. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at www.nycourts.gov/admin/bids in the Addenda column for the appropriate solicitation and mailed to the bidders list promptly after this deadline.

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

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”
”RFB# OCA/RM-203 due October 21, 2014, 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 note that bids/proposals must be received by the above-named OCA-designated person by October 21, 2014, 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: RFB# OCA/RM-203.

Bidders Qualifications

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

Bidder must have current storage facilities, compliant with the requirements of these bid specifications, to adequately address the scope of need specified herein. Bidder selected for award shall be required, prior to award of a contract, to demonstrate that it owns, leases or otherwise controls the facilities and that it has such control for a minimum of the initial contract term of five (5) years.

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 grand 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.

Pricing

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 unchanged for the initial five (5) year term of the contract.

Price Increase/Adjustment

Pricing 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 five percent (5%) per Renewal Term. Pricing shall thereafter remain unchanged for the balance of such Renewal Term, and for any Extension Term succeeding any such Renewal Term.

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

Invoicing and Pro-Ration of Charges for Inventory on Hand

The awarded contractor shall provide quarterly invoices to the UCS reflecting all services performed within such quarter for each court or agency. Invoices shall be mailed to the individual courts and agencies (at their address as provided to Contractor by UCS) by the 10th business day following the end of each quarter. A copy of each invoice shall also be sent to the UCS Chief Records Manager.

All invoices must identify the specific court/office, address, period covered, services provided, billing rates and total amount due. The charge for boxes in storage less than the full quarter will be pro-rated based on the number of days in the quarter that the box is in storage. If an entire box is retrieved and returned to a court/location, the storage fee will apply only for the portion of

the quarter that the box is actually in storage, including the date of delivery to the court/location.

Payments

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

Bid Response Form

In the event of a miscalculation, the unit pricing shall prevail.

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.) Bidder must enter a price or "No Charge" or "N/C" for each category of pricing presented on the form; the UCS will assume that any line left blank is a "No Charge"/"No Cost."

Inspection of Bidder's/Contractor's Facility

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

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.

Contractor Contact

Contractor shall designate an Account Manager who will be the key contact for the UCS courts and related offices for the term of the awarded contract.

Disaster Recovery

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

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

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/RM-203 : TECHNICAL SPECIFICATIONS

Services required

- Storage of Microforms: A total of 5,076 boxes in storage at the current vendor.
- Pick-up and delivery services of additional boxes by duly licensed and insured common carriers or nationally recognized courier services
- Retrievals (pulls), delivery and return boxes upon request, approximately 10 boxes per year. Requests will be placed as needed.
- Transfer preparation of on-site material at the end of the contract.
- Box size: 14" wide, 15" deep and 4 3/4" high

Material Handling

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

Packing material for Storage by UCS

Individual courts and judicial locations requesting storage shall make Microforms available for storage in containers known as "Microboxes" or in comparable, secure boxes. Each box shall be approximately 14" wide, 15" deep and 4 3/4" high. Each box shall be labeled on the outside by UCS with the name and address of the court or location and the numerical designation for that box; the same information will be included in the packing slip inside each box.

The term "boxes", as used in these specifications, shall mean "Microboxes or comparable, secure containers" the size of which are listed above. If courts and locations do not use the required boxes, the awarded contractor shall transfer upon receipt any Microforms to the required boxes and label such boxes accordingly.

The awarded contractor shall make these boxes available for purchase by UCS courts and agencies. Whether purchased by the UCS or used by the awarded contractor to transfer Microforms upon receipt, the boxes shall be charged to the courts and locations and they will become the property of the UCS.

Inventory

The awarded contractor must maintain and shall provide, at no additional charge, an up-to-date inventory in electronic format, and otherwise in form and content satisfactory to UCS, of all boxes received, which shall be updated and delivered on a monthly basis to the UCS Chief Records Manager, and to each Court Location which has provided boxes to contractor for

storage, at such e-mail addresses as shall be provided to contractor. Inventory reports shall account for all boxes and identify their content, and they shall indicate dates of transfer (pick-ups and deliveries.)

Reports on Climate Control - Hygrothermograph

Awarded contractor shall, at no additional charge, deliver a semiannual, summary electronic report to the UCS Chief Records Manager containing pertinent climate control information regarding the stored Microforms. Monthly reports of climate controls indicating temperature and humidity levels shall be sent to the UCS Chief Records Manager at the address indicated in the next paragraph. These reports shall contain, at a minimum, information as to the daily fluctuations in temperature and humidity in the facility. Awarded contractor shall be required to maintain a temperature range of 70F +/- 2F and a relative humidity of not more than 30%. Daily temperature fluctuations must be not greater than +/- 5F; daily humidity fluctuations must be not greater than +/- 2% during any 24 hour period.

Delivery of Paper Inventories and Reports

In addition to sending reports electronically, the awarded contractor shall mail a printed copy of each report required to be delivered hereunder in electronic format to the attention of the UCS Chief Records Manager at the following address:

NYS Office of Court Administration
25 Beaver Street, 8th Floor
New York, NY 10004

Current Volume and Estimated Flow of Boxes to be Received by Newly Awarded Contractor

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

Approximately twelve (12) boxes will be sent to storage each year

	First 12-mo.	End YR1	End YR2	End YR3	End YR4	End YR5
Locations:	50	12	12	12	12	12
Current Vendor:	5,076					
Total Boxes:	5,126	5,138	5,150	5,162	5,174	5,186
5-year Average:	5,156					

STORAGE FACILITY:

UCS Policies/RFB Requirements

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

Storage Facility Description

Bidder must include in its bid a narrative description of its intended storage facility(ies) addressing, at a minimum, current applicable ISO standards for the storage of processed microforms.

Applicable ISO Standard ISO 18911:2012

The storage facility for archival/permanent microforms shall comply with current ISO standards and the physical requirements of the International Standard Organization (ISO 18911:2012) Storage of Processed Safety Film:

The definitions of ISO 18911:2012 shall apply.

All references to this ISO standard shall be to the latest revision thereof.

Storage for Microforms: Additional Required Environmental Control Requirements

The Unified Court System's Microforms must be stored in a private storage area exclusively reserved for the Microforms.

1. 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).

2) 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) 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.

4) Notification: If any event should occur which puts the Microforms at risk of damage or loss, an officer of the storage facility shall immediately contact the UCS Chief Records Manager by telephone, and shall provide a full written report of the event within thirty (30) days, of the occurrence.

Containers

The Microforms shall be stored 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 ISO FDIS 18902 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 boxes (in accordance with ISO FDIS 18902MICROBOX or equal.)

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

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

Delivery of Microforms to Contractor's Facility

Generally, the Microforms shall be delivered by the UCS locations via UPS or other licensed carriers to the contractor's facility.

Service Hours

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

Retrieval and Delivery of Stored Materials/Return to Storage

The UCS shall place retrieval and delivery requests only for whole boxes, for approximately ten (10) boxes per year. Requests will be placed as needed by each court or location.

The awarded contractor will be responsible, upon such requests by UCS, for retrieving specific boxes from storage and delivering them to the requesting location(s) by duly licensed carrier services only. Any such retrievals shall be solely upon the written request and authorization of the appropriate court/office personnel so designated. A uniform retrieval/delivery request form shall be agreed to between the awarded contractor and the UCS Records Management Office.

The awarded contractor shall provide:

Standard retrieval and delivery services within forty-eight (48) hours of receiving written request and authorization; and

Rush retrieval and delivery services within twenty-four (24) hours of receiving written request and authorization.

Estimated number of boxes retrieved and delivered per year:

Five (5) standard retrieval and delivery

Five (5) rush retrieval and delivery

Interfiling

An estimated twenty (20) Microforms per year may be sent by USC courts and locations to the awarded contractor for filing in existing, stored boxes.

Destruction

The UCS Office of Records Management may request the awarded contractor to destroy approximately fifteen (15) boxes over the initial five-year term of the contract.

Destruction of documents shall be solely upon the written authorization of the appropriate court or office personnel. The method employed must result in the total obliteration of the information contained in the Microforms. 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 attesting that the Microforms were destroyed in the manner required.

Transfer Preparation Upon Termination of Contract

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

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

The transport of materials from the current storage facility to the newly awarded contractor's facility is not included in this bid.

III. The RFB/RFP PROCESS: GENERAL SPECIFICATIONS

Note to Bidders

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

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

2. Attachment III - Vendor Responsibility Questionnaire

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

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

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please

note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFB/RFP. Bidders' authorized signature of the RFB/RFP form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

Paper Questionnaire: Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

3. New York State Vendor File Registration

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

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

If the bidder is not currently registered in the Vendor File, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the awarded contractor. Once the process is initiated, awarded contractor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website:
http://www.osc.state.ny.us/vendor_management/.

Online RFB/RFP Package : Disclaimer

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

Bid Response/Proposal: Original and Copies

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

Binding Nature of Bid/Proposal on Bidders

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

Estimated Quantities

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

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

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

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

Responsible Bidder

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

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of this solicitation. This clarifying information, if required in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is

requested and, if received by the due date set forth in UCS's request for clarification, shall be included as a formal part of the bidder's proposal. Clarifying information, if any, whether provided orally, visually or in writing will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder's proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

References

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

Indemnity

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

Insurance Requirements

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

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

Workers' Compensation Board
Bureau of Compliance

(518) 462-8882
(866) 298-7830

Only the following forms will be accepted:

Proof of Workers' Compensation Coverage

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

Proof of Disability Benefits Coverage

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

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

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

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

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

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

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

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

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 UCS. 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 UCS 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.

Confidential/Proprietary Information

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

Financial Stability

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

Termination

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

BID RESPONSE FORM (P.1)

ITEM	EST. 5-YEAR AVERAGE # OF BOXES IN STORAGE	UNIT PRICE	SUB TOTAL
1. 5-YEAR STORAGE COST	5,156	\$ _____	\$ _____
2. 5-YEAR TOTAL RETRIEVING & SHIPPING COST	EST. 5-YR QTY		
RETRIEVAL & SHIPPING/ <u>Box</u> Est. 10 boxes/year	50 boxes	\$ _____	\$ _____
3. OTHER SERVICES			
INTERFILING 20 microforms/year	100 microforms		
DESTRUCTION 15 boxes per year	75 boxes		
TRANSFER PREPARATION (upon contract termination)	5,186 boxes	\$ _____	\$ _____
SUPPLIES: Microforms Box Est. Average 52 boxes/year (including labelling as necessary)	260 boxes	\$ _____	\$ _____
<u>5-YEAR TOTAL OTHER SERVICES</u>			\$ _____
5-YEAR GRAND TOTAL (Sum of 5-year total storage, retrieval and shipping, and other services costs)			\$ _____

OCA/RM-203
STORAGE OF MICROFICHE AND MICROFILM

Bid Opening Date: October 21, 2014
3:00 p.m.

BID RESPONSE FORM (P.2)

Company Name:

Authorized Officer's Name and Title:

Signature and Date:
