

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 Unified Court System Seventh Judicial District Room 161 Hall of Justice 99 Exchange Blvd. Rochester, NY 14614 (Agency Name and Address)
Direct Inquiries to: Robert Barnish E-mail: 7thFinancial@nycourts.gov

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

Bid Number: DAJ-050	Commodity Group:
Opening Date: 9/22/15 Time: 2:30 p.m. Issue Date: 8/31/15	Commodity Name: Storage & Transport Services

PER ATTACHED RFB SPECIFICATIONS

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

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

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

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

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

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

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

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

BIDS MUST BE SIGNED

Bidder's Firm Name:		Employer's Federal Identification Number	
		NYS Vendor ID Number	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/Telephone Number: Email:	

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
 - pg 3 - Non-Collusive Bidding Certificate
 - pg 4 - Corporate Acknowledgment
- N/A 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 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 Workers’ Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see “Insurance Requirements”, in General Specifications section 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(ies)
- _____ List of at least three (3) references (names, contacts, addresses, phone numbers, emails)
- _____ Original bid response + three (3) complete copies
- _____ Signed Document 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.

Bidder/Company Name: _____

Authorized Signatory Name and Title: _____

Signature: _____

Date: _____

I. RFB #DAJ-050: DETAILED SPECIFICATIONS

Purpose and Scope

The New York State (hereinafter, "NYS") Unified Court System (hereinafter, "UCS"), Seventh Judicial District (hereinafter, "7JD") is soliciting sealed bid proposals for the purpose of awarding a five (5) year contract to provide the following services:

- Item 1** Storage of boxed court documents and miscellaneous files
- Item 2** Destruction of confidential material
- Item 3** Miscellaneous storage and delivery of paper products and office supplies (i.e., toner cartridges)
- Item 4** Intra-District transfers of material and equipment
- Item 5** Relocation of approximately 24,500 boxes of material
- Item 6** Preparation of total stored quantities for relocation at contract's end
- Item 7** Computerized inventory with quarterly updates

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

Term of Award

The term of the awarded contract resulting from this Request for Bid (RFB) shall be for a five (5) year period commencing approximately January 1, 2016. The awarded contract is 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:

Robert Barnish

7thFinancial@nycourts.gov

"Subject" field: RFB#DAJ-050 - Question(s)

The deadline to submit questions is September 8, 2015 before 5:00pm. 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:

NYS Unified Court System
Seventh Judicial District Administration Office
Attention: Robert Barnish
Room 161 Hall of Justice
99 Exchange Blvd
Rochester, New York 14614

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

“Deliver immediately to Robert Barnish”
“Sealed bid - DO NOT OPEN”
“RFB#DAJ-050 due September 22, 2015 at 2:30pm”

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named 7JD-designated person by September 22, 2015, at 2:30pm 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 7JD, Attn: Robert Barnish, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: RFB#DAJ-050.

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 contract term of five (5) years.

Inspection of Bidder's/Contractor's Facility

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

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 five (5) year term of the contract, as indicated by bidders in the Bid Response Form.

Pricing

All pricing submitted pursuant to the RFB shall be net and include all costs for the performance of all services required under this solicitation. Pricing shall be submitted only on, and in the format prescribed by, the **Bid Response Form**. Unless specified otherwise herein, all prices shall remain firm throughout the contract period

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 7JD 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 7JD will assume that any line left blank is "No Charge"/"No Cost".

Contractor Invoicing

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

Payments

All payments due contractor will be processed in a timely manner, by the office of the 7JD, upon receipt of accurate and properly executed invoices from the contractor.

Court and Agency Personnel

Except where noted as an option by 7JD personnel, **under no circumstances** shall any personnel employed by the courts and agencies of the 7JD perform, or assist in, the performance of any of the services required of the contractor. Contractor shall at all times be responsible for assigning an adequate number of qualified personnel for the services prescribed by the RFB and subsequent contract.

Contractor Contact

Contractor shall designate an Account Manager who will be the key contact for the 7JD 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 7JD) restoration services for any 7JD records that suffer water damage or other damage while in contractor's possession. Such disaster recovery plan must remain in place during the term, and any renewal/extension term, of the awarded contract. Restoration is defined as either restoring record to their original paper format condition or preserving the records' information so that the records could be "restored" in a scanned format, except that original wills must, by law, be restored in paper format. 7JD records shall be deemed in contractor's possession beginning from the point of pickup by contractor at a 7JD location until return to such location, or other location as 7JD may direct.

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

Subcontracting

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

II. RFB #DAJ-050: TECHNICAL SPECIFICATIONS

INVENTORY AND FREQUENCY OF REQUESTS

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

Exhibit I contains an example of a year's worth of storage, pulls/deliveries, searches, destruction, removal/index/delivery, and commodities storage and delivery needs, broken down by month. This exhibit is for informational purposes only and may not be reflective of future storage needs and services.

Services to be Performed

ITEM 1 Records Storage

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

Awarded contractor will be required to perform the following activities in connection to **ITEM 1 Records Storage**:

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

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

- B. Storage of boxed material at contractor's facility. Approximately ninety percent (90%) of this material is from the courts in Monroe County, the remainder from those outside Monroe County. Over the past five years, the amount of stored boxes has increased approximately fourteen percent (14%).
- C. Retrieval/delivery of carton(s) to specified location(s) upon request and return of carton(s) to storage.

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

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

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

will apply:

Monroe County Only:

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

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

Outside Monroe County:

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

Basis of Costs

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

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

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

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

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

- 1. One (1) Carton (First Retrieval)
 - a. Retrieval Only:
 - b. Retrieval, Delivery and Return:
- 2. Each Additional Carton (Same Order)
 - a. Retrieval Only
 - b. Retrieval, Delivery and Return:

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

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

ITEM 2 Records Destruction

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

NOTE: ***THE DESIGNATION OF SUCH FILES AND RECORDS TO BE DESTROYED WILL BE SOLELY BY EXPRESS, WRITTEN COMMUNICATION BY AUTHORIZED COURT/AGENCY PERSONNEL ONLY! FURTHER, UPON EACH SUCH DESTRUCTION ORDER CONTRACTOR WILL BE REQUIRED TO COMPLETE AND RETURN TO THE COURT/AGENCY, WITHIN FIVE (5) BUSINESS DAYS, A SIGNED AFFIDAVIT AS CERTIFICATION OF DESTRUCTION. AFFIDAVIT SHALL ACCOMPANY COURT/AGENCY LETTER AUTHORIZING DESTRUCTION.***

ITEM 3 Miscellaneous Storage/Delivery

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

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

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

Basis of Costs

- A. Storage Rate for Commodities Received at Contractor’s Facility - Bidders are to provide two (2) quotations based on:
 - 1. Rate per cubic foot per month; **and**
 - 2. Rate per loaded pallet per month

- B. Rate for Delivery of Commodities - Bidders are to provide two (2) quotations based on:
 - 1. Rate per cubic foot per delivery; **and**
 - 2. Rate per loaded pallet per delivery

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

ITEM 4 Intra-District Transfers

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

Basis of Costs

Prices are to be based on:

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

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

ITEM 5 Relocation of Current (Boxes)

There are currently an estimated 24,500 cartons of material in a storage facility in Rochester, NY. The cartons must be relocated to awarded contractor’s facility. Bidders are advised that awarded contractor will be provided with an up-to-date inventory of the cartons prior to the actual date of relocation.

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

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

Basis of Costs

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

Subsequent to delivery into contractor’s facility, the cartons in question will remain throughout the term of this contract and shall be stored at an annual rate commensurate with that specified for **ITEM 1 Records Storage**.

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

ITEM 6 Relocation Preparation

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

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

Basis of Costs

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

ITEM 7 Computerized Inventory and Updates

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

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

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

UCS Records/Material

All records and material described herein, including, but not limited to, files, reporter notes, cartons, documents, etc., are the official property of the NYS UCS and shall remain so. Any and all such records and material shall be immediately produced upon demand at such charges specified in the award and resulting contract.

Storage Cartons

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

Storage Facility

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

The contractor's storage area is to be maintained in a clean, dry, safe manner, be free of any infestation (with periodic treatment by a professional service), and shall be subject to periodic inspection by 7JD personnel.

Contractor's facility must provide as a minimum:

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

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

Material Handling Equipment

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

Service Period

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

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

Periodic Inventory

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

Site Inspection/Courts and Agencies

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

Damages/Theft/Loss

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

Conversion Period/Accountability

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

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

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

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

III. RFB/RFP PROCESS: GENERAL SPECIFICATIONS

A. 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 can 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.

B. Attachment III - Vendor Responsibility Questionnaire

The NYS 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 and 7JD in assessing a vendors’ 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 NYS, 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 NYS 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 NYS VendRep System, see the VendRep System Instructions available a http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the Vend Rep System online at <https://portal.osc.state.ny.us>. Vendors must provide their NYS 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 (OSC) 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 dates/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 OSC Help Desk for a copy of the paper form.

C. New York State Vendor File Registration

Prior to being awarded a contract pursuant to this solicitation, the bidder(s) must be registered in the NYS Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with NYS agencies and the registration must be initiated by a State agency. Following the initial registration, a unique NYS ten digit vendor identification number (Vendor ID) will be assigned to vendors for usage on all future transactions with NYS. 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 7JD. The 7JD will initiate the vendor registration process for the awarded contractor. Once the process is initiated, awarded contractor will receive an email 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/.

D. Online RFB/RFP Package: Disclaimer

Bidders accessing any UCS solicitations and related documents from the NYS 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.

E. 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 - only pages 3 and 4 of 10
- Attachment III - Vendor Responsibility Questionnaire (questionnaire may be filed electronically with OSC, with such annotated on checklist)
- Attachment IV - Disclosure of Prior Non-Responsibility Determinations (UCS 420), Affirmation of Understanding and Agreement (UCS 421) and Termination Clause (UCS 423)
- Proof of Workers’ Compensation and Disability Benefits insurance coverage (see “Insurance Requirements”)
- 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 request number of copies may result in disqualification of a bidder’s response.

F. Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as 7JD 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.

G. Estimated Quantities

All quantities specified in this solicitation constitute estimates only, based upon past and current activity. Accordingly, no commitment or guarantee to reach any specified volume of business is made or implied. The contract and all charges thereunder shall be for actual quantities handled.

H. Compliance with Laws

Awarded contractor 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.

I. 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 or servant of the contractor is an employee of the 7JD, UCS or NYS. 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 7JD, UCS or NYS to persons, firms, consultants or corporations employed or engaged by the awarded contractor either directly or indirectly in any capacity whatsoever, nor shall the 7JD, UCS or NYS 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.

J. Rejected and Unacceptable Bids/Proposals

The 7JD reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, 7JD may reject any bids/proposals from any bidders who are in arrears to NYS 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 NYS; or who have been declared not responsible or disqualified by any agency of NYS, 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' below.

7JD also reserves the right to reject any bidder:

- i. Whose facilities and/or resources are, in the opinion of 7JD or UCS, inadequate, too remote from 7JD 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
- iii. Who are otherwise, in the opinion of 7JD, unable to meet specifications

K. 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 "B" of the General Specifications (Attachment III - Vendor Responsibility Questionnaire), and the criteria set forth in "J" (Rejected and Unacceptable Bids/Proposals), as well as any other criteria necessary and reasonable to establish the bidder's responsibility.

L. Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, 7JD 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 7JD, must be submitted by the bidder, in accordance with formats as prescribed by 7JD at the time said information is requested and, if received by the due date set forth in the 7JD 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 to imply that it is obligatory up on the 7JD to seek or allow clarifications or corrections as provided for herein.

M. References

Each bidder must provide at least three (3) references, other than the 7JD, 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.

N. Indemnity

Awarded contractor shall indemnify, defend and hold harmless the 7JD and 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 the 7JD 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, agents, volunteers or of other persons under its direction and control
- iii. Awarded contractor's performance or failure to perform under the contract
- iv. Enforcement by the 7JD of the awarded contract or any provisions thereof

O. Insurance Requirements

Awarded contractor shall be required to maintain during the term of the contract, including any renewal/extension 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

- I. **Form C-105.2** - Certificate of Workers' Compensation Insurance issued by private insurance carriers; or
- II. **Form U-26.3** issued by the State Insurance Fund; or

- III. **Form SI-12** - Certificate of Workers' Compensation Self-Insurance; or
- IV. **Form GSI-105.2** - Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- V. **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

- VI. **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- VII. **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- VIII. **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 - 7th Judicial District Administration Office
 Office of Court Administration
 Room 161 Hall of Justice
 99 Exchange Boulevard
 Rochester, New York 14614

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

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

For additional information regarding workers' compensation and disability benefits requirements, please refer to the NYS 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 product/completed operations liability coverage, and auto liability with minimum limits as follows:

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

Commercial General Liability insurance coverage shall be obtained from commercial insurance carriers licensed to do business in the State of New York and shall name 7JD and the NYS UCS as an additional insured or loss payee as appropriate, and shall provide for at least thirty (30) days advance written notice to 7JD and the NYS UCS of cancellation or non-renewal.

P. 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 7JD. Any breach of this confidentiality by the bidder or by any of its employees, servants, agents, or volunteers may result in the immediate termination of any resulting agreement by 7JD 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.

Q. Financial Stability

Upon request by 7JD, 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.

R. Termination

This Agreement may be terminated prior to the expiration of its term as follows:

- i. By the 7JD for cause upon the failure of contractor to comply with the terms and conditions of this Agreement, provided that the 7JD gives written notice via registered or certified mail with return receipt requested, or by hand-delivery with receipt granted, specifying failure. Such termination shall be effective immediately upon such receipt or notice, or
- ii. If the 7JD determines that termination would be in the best interest of the State. Such notice shall be given no less than thirty (30) days prior to the date on which termination shall become effective, or
- iii. Upon the filing of a petition in bankruptcy of insolvency by or against contractor, 7JD may deem the Agreement terminated immediately.

Early termination of the contract for cause may result in, among other consequences, all remedies available to 7JD and NYS, the awarded contractor both being declared non-responsible by 7JD, pursuant to the UCS and OSC guidelines on vendor responsibility, and in the contractor's removal from the 7JD's bidders list for further solicitations.

S. 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

T. 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*****

**RFB#DAJ-050
STORAGE & TRANSPORT SERVICES**

**DISTRICT ADMINISTRATIVE JUDGE
SEVENTH JUDICIAL DISTRICT**

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

ITEM 1 Records Storage

Cost per Carton

- A. Removal, Boxing, Indexing, Pick-Up and Transport
 - 1. Pick up and Transport Only - Cost per Carton \$ _____
- B. Storage - Cost per Carton Per Year \$ _____
- C. Retrieval
 - 1. One (1) Carton (First Retrieval)
 - a. Retrieval Only - Cost per Carton \$ _____
 - b. Retrieval, Delivery and Return - Cost per Carton \$ _____
 - 2. Each Additional Carton (Same Order)
 - a. Retrieval Only - Cost per Carton \$ _____
 - b. Retrieval, Delivery and Return - Cost per Carton \$ _____
- D. Emergency Pull and Delivery - Cost per Carton \$ _____

ITEM 2 Records Destruction

Cost per Pound

\$ _____

ITEM 3 Miscellaneous Storage/Delivery

- A. Storage at Contractor's Facility
 - 1. Rate per Cubic Foot per Month \$ _____
 - 2. Rate per Loaded Pallet per Month \$ _____
- B. Delivery of Commodities
 - 1. Rate per Cubic Foot per Delivery \$ _____
 - 2. Rate per Loaded Pallet per Delivery \$ _____

ITEM 4 Intra-District Transfers

- A. Cost per Carton (One Pick-Up and One Delivery) \$ _____
- B. Rate per Equipment Item (Size of Average Desk)
(One Pick-Up/One Delivery) \$ _____

ITEM 5 Relocation of Current Cartons

Cost per Carton \$ _____ Times (x) Estimated 24,000 Cartons =
(Pick-Up, Transportation and Delivery, Including Pallets) \$ _____

ITEM 6 Relocation Preparation

Cost per Carton

\$ _____

VENDOR SECTION

Name of Firm

Name (Print)

Address

Signature

Telephone Number

Federal ID Number

Title

Date