

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 ADMINISTRATION
 42 KARNER ROAD
 ALBANY, NY 12205**
 (Agency Name and Address)

Direct Inquiries to: **MR. GLENN R. HARRISON**
 Telephone No.: **(518) 869 - 4732**

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

Per RFP Specifications

Bid Number: OCA/CPA- 303	Commodity Group:
Opening Date: 11/23/04 Time: 11:00 AM	Commodity Name: RECORDS PRESERVATION SERVICES

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

<p>Agency's Specification of item(s) Required (include quantities)</p> <p>UCS ATTACHMENT I ATTACHED & INCORPORATED HEREIN.</p> <p>MULTIPLE ESTIMATED QUANTITY AWARDS FOR RECORDS PRESERVATION SERVICES REQUIRED BY THE FIVE (5) COUNTY CLERKS OF NEW YORK CITY</p> <p>TERM: 01:01:05 - 12:31:08 WITH OPTIONS TO RENEW</p>	<p>Bidder's Quotation and Specific Description of Item Offered</p> <p>BIDDERS ARE TO SUBMIT ALL REQUIRED DOCUMENTATION AND PRICING IN THE FORMAT PRESCRIBED BY THE ATTACHED RFP/SPECIFICATIONS.</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	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number	

PAGE 1 OF 2

* * * BID RESPONSE FORM * * *

PROPOSAL FOR THE OFFICE OF THE COUNTY CLERK _____ COUNTY.

Pickup & Transportation to Vendor's facility:

\$ _____ per Carton

Original Camera Microfiche

\$ _____ per Image

Original Camera Microfilm

\$ _____ per Roll

Diazo Duplicates - Fiche

\$ _____ per Fiche

Diazo Duplicates - Roll

\$ _____ per Roll

Digital Imaging

\$ _____ per Image

Document Preparation Time

\$ _____ per hour

"Extraordinary" Preparation time

\$ _____ per hour

*Miscellaneous(specify) _____

\$ _____ per _____

Retrieval of Record

\$ _____ per record/file

Retrieval of Records

\$ _____ per carton

(Method of Delivery _____)

DESTRUCTION:

1. Shredding

\$ _____ per pound

2. Incineration

\$ _____ per pound

TOTAL OF ALL PRICING NOTED ABOVE: \$ _____ ("LOWEST COST")
(*EXCLUDING "EXTRAORDINARY PREPARATION TIME" & MISCELLANEOUS")

* * * BID RESPONSE FORM * * *

NAME OF FIRM

AUTHORIZED SIGNATURE

DATE

NAME IN PRINT

BID SUBMISSION CHECKLIST

1. "BID SUBMISSION CHECKLIST" _____
2. FULLY COMPLETED "BID RESPONSE FORM"
SEPARATE FORM FOR EACH COUNTY CLERK
BIDDER WISHES TO ENTER A BID. _____
3. "UCS ATTACHMENT I":
 - A. NON-COLLUSIVE BIDDING CERTIFICATION (PAGE 3/10) _____
 - B. ACKNOWLEDGMENT (NOTARIAL) (PAGE 4/10) _____
4. ORIGINAL INK SIGNATURE BID DOCUMENTS _____
5. FOUR (4) COMPLETE COPIES OF BID DOCUMENTS
(NO BINDERS - CLIPS OR RUBBER BANDS ONLY) _____
6. CERTIFICATE OF INSURANCE COVERAGE _____
7. DESCRIPTION OF DISASTER RECOVERY PROGRAM _____
8. SUBCONTRACTING DETAILS (IF APPLICABLE) _____
9. REFERENCES - THREE (3) WITH ALL REQUIRED DATA _____

NAME OF FIRM

DATE

AUTHORIZED SIGNATURE

NAME IN PRINT

**NYS UNIFIED COURT SYSTEM
STANDARD REQUEST FOR BID CLAUSES & FORMS
ATTACHMENT I**

NOTE: In addition to such other requirements as may be referenced or incorporated herein, the following clauses shall apply to this Request For Bid (RFB)/Request For Proposal (RFP):

OGS SPECIFICATIONS:

All provisions of the NYS Office of General Services General Specifications - Commodities & Non-Technology Services dated December 1999, and where applicable, Technology Products & Services (November 2000) and/or Negotiated Software Contracts (July 2001) (copies available upon request) will apply to this bid invitation, except that, **"Chief Administrative Judge, or designee" shall replace, "Commissioner of OGS" wherever it appears.** Should there be any conflict between the OGS Specifications and the procurement policies and procedures of the NYS Unified Court System (hereafter, UCS), the latter shall prevail.

The Unified Court System (hereafter, UCS) reserves the right to waive minor discrepancies and to reject any and all bids if considered in the best interest of the UCS to do so.

AGREEMENT TO CONTRACT:

Bids submitted in response to this solicitation shall constitute agreement to contract by the respective bidder(s).

PREFERRED SOURCE NOTIFICATION:

Organizations identified as Preferred Sources pursuant to **NYS Finance Law Sections 162.1 and 162.2a,2b, and 2c,2d,2e** submitting bids which are in compliance with this RFB/RFP and Specification may, at the discretion of the court/agency, be awarded the bid where the bid price is not in excess of ten percent (10%) of the lowest responsible bidder.

GRIEVANCE / INQUIRY POLICY:

Any firm or individual having a legitimate interest in this solicitation, or resulting contract award, and wishing to file a formal grievance or inquiry may request a copy of the **Unified Court System Policy & Procedure for the Resolution of Grievances & Inquiries** by contacting the judicial location noted in this RFB/RFP.

ORDERS:

Bidders are advised that any awarded contract shall not constitute an order to ship and further, places no obligation upon the UCS to place any orders with the contractor. However, the contractor shall accept all orders placed by the courts and related agencies during the term of the contract for all items for which an award is made. Such orders shall be considered binding upon the contractor when placed in the mail to the address indicated in the award pursuant to the terms thereof.

APPENDIX A:

NYS/UCS Standard Clauses for all Contracts (07:03) is attached and incorporated herein.

NON-COLLUSIVE BIDDING CERTIFICATE:

Attached **Non-Collusive Bidding Certificate** must be executed, signed and returned with other required bid documents.

ACKNOWLEDGMENT:

Attached, appropriate acknowledgment form must be executed, properly notarized and included with all bid documents.

PAYMENTS OF INTEREST:

The payments of interest on certain amounts due and owed may be made in accordance with the criteria established by **Chapter 153 of the Laws of 1984 (Article 11A of the New York State Finance Law) and the Comptroller's Bulletin no. A-91.**

REFERENCES:

Upon request, bidders must provide the names of at least _____ () prior or current clients (including contact person and phone numbers) for whom specified product/service has been provided.

ADDITIONAL INFORMATION:

The Unified Court System (UCS) may request any and all additional information of the bidder(s) deemed necessary for proper analysis and award determination including, but not limited to, documentation as to financial stability of the bidder.

BID VALIDATION PERIOD:

All proposals submitted in response to this solicitation shall remain valid past the period provided for in the **OGS General Specifications** until such time as an award is made or the bidder withdraws his bid (in writing), whichever occurs first.

RECYCLED PRODUCTS:

Products purchased by the courts and related agencies of the NYS Unified Court Systems shall be in compliance with **Sec. 40-a. of the NYS Judiciary Law (L.1994, c.468)**, and UCS policy thereto. Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements set forth by the NYS Departments of Environmental Conservation and Economic Development. If bidding a recycled product, bidders must attach completed **Bidder's Certification of Recycled Products** and **Manufacturers Affidavit of Recycled Content** forms.

NOTE: If this RFB/RFP is for printing, the following clauses shall also apply:

UCS PRINTING POLICY:

No contract will be awarded to any bidder who, in the opinion of the Unified Court System (UCS), does not have satisfactory facilities and equipment sufficient to produce the major portion of the work as defined in the specification and resulting contract and insure the proper performance and delivery thereof.

In this regard, the UCS may request all documentation it deems necessary to make proper determination and the bidder agrees to make such facilities and equipment available for inspection. Failure to provide requested documentation will cause the bidder to be rejected.

Accordingly, bidders must execute the attached **Bidder's Certification of Work** form.

RECYCLED PAPER:

Any printing required by the judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

OVER-RUNS:

A 05% over-run will be allowed per individual item order of up to 50,000 quantity and 03% per individual item order in excess of 50,000 quantity. However, such allowance shall not be construed as an approved, automatic add-on, but is intended only to cover unavoidable excesses in the production cycle.

ATTACHMENT I

STATE OF NEW YORK
UNIFIED COURT SYSTEM

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation; for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (1) , (2) and (3) above.

Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Name of Bidder: _____ Employer's Federal ID #: _____

Address: _____
Street City County State Zip Code

Telephone #: _____

Signature of Bidder: _____ Printed or typed
copy of signature: _____

Official Title: _____

ATTACHMENT I

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF _____)
COUNTY OF _____) **SS:**

On this _____ day of _____ 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

NOTARY PUBLIC

ACKNOWLEDGMENT OF CORPORATION

STATE OF _____)
COUNTY OF _____) **SS:**

On this _____ day of _____ 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____, of the _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF WORK
(PRINTING)

RFB # _____

BID OPENING: _____

ITEM: _____

RECYCLED PAPER:

Pursuant to **Sec. 40-a. of the Judiciary Law (L.1994, c.468)**, any printing required by judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

BIDDER HEREBY CERTIFIES THAT ALL WORK DEFINED BY THE ABOVE SPECIFICATION WILL BE PERFORMED ON BIDDER'S FACILITIES EXCEPT AS NOTED BELOW (BIDDER MUST PROVIDE THE FOLLOWING INFORMATION FOR ALL WORK WHICH WILL BE PERFORMED BY AN OUTSIDE CONCERN - I.E. SUBCONTRACTOR):

NOTE: ALL SUBCONTRACTING IS SUBJECT TO THE APPROVAL OF THE UNIFIED COURT SYSTEM AND THE BIDDER REMAINS FULLY RESPONSIBLE AND LIABLE FOR ALL WORK PERFORMED BY SUCH SUBCONTRACTORS.

WORK	SUBCONTRACTOR: NAME, ADDRESS, PHONE
A _____ _____	_____ _____
B _____ _____	_____ _____
C _____ _____	_____ _____

NOTE: THE FOLLOWING SECTION MUST BE COMPLETED AND FORM RETURNED IN ALL INSTANCES:

_____ NAME OF COMPANY	_____ AUTHORIZED SIGNATURE
_____ ADDRESS	_____ NAME IN PRINT
_____ ADDRESS	_____ TITLE
_____ DATE	

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF RECYCLED PRODUCT(S)
(TO BE COMPLETED BY BIDDER)

RFB # _____

BID OPENING: _____

ITEM: _____

Pursuant to **Sec. 40-a of the Judiciary Law (L. 1994, c.468)**, it is the policy of the UCS that products purchased by the courts shall be recycled products, which meet contract specifications, unless the product is only available without recycled content, and provided that the cost of the recycled product does not exceed a cost premium of ten percent (10%) above the cost of a comparable product that is not a recycled product or, if at least fifty percent (50%) of the secondary materials used in the manufacture of that product are generated from the waste stream of NYS, the cost of the recycled product does not exceed a cost premium of fifteen (15%) above the cost of a comparable product that is not a recycled product.

Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements (**including Manufacturer's Affidavit of Recycled Content**) set forth by the NYS Departments of Environmental Conservation and Economic Development.

Failure to complete this certification and attach required manufacturer's affidavit will result in a waiver of bidder's recycled preference.

This certification/affidavit shall remain in effect unless revised or rescinded by the certifying manufacturer or made null & void by superseding NYS statute(s).

Bidder hereby certifies that the product(s) offered are in compliance with all applicable New York State recycled/recycling statutes and respectfully requests preferential consideration as cited above. In support of this request, attached is the executed **Manufacturer's Affidavit of Recycled Content**.

NAME OF COMPANY

AUTHORIZED SIGNATURE

DATE

NAME IN PRINT

TITLE

(UCS - Rev.07/01/03)

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT
(TO BE COMPLETED BY MANUFACTURER)

RFB # _____

BID OPENING: _____

I, _____ of _____ being duly sworn, depose and say that for the item(s) listed below, the recycled content which conforms to the New York State requirements are as specified.

PRODUCT	BRAND NAME	TOTAL RECYCLED CONTENT	POST CONSUMER CONTENT
1 _____	_____	_____ %	_____ %
2 _____	_____	_____ %	_____ %
3 _____	_____	_____ %	_____ %
4 _____	_____	_____ %	_____ %

SECONDARY MATERIAL NYS WASTE STREAM	CHECK IF DED/DEC APPROVED
1 _____ %	_____
2 _____ %	_____
3 _____ %	_____
4 _____ %	_____

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: _____

ADDRESS: _____ PHONE: _____

AFFIDAVIT SUBMITTED ON BEHALF OF: _____ (BIDDER)

SIGNATURE-MFG. REP.: _____ TITLE: _____

NAME IN PRINT: _____ DATED: _____

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20 _____

NOTARY PUBLIC: _____

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds \$15,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139- h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4)..
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including , without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, up-gradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein: and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

RFB# OCA/CPA-303
RECORDS PRESERVATION SERVICES -
NYC COUNTY CLERKS

BID OPENING: NOVEMBER 23, 2004
11:00AM

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

NOTE: IN ADDITION TO SUCH OTHER SPECIFICATIONS AND CRITERIA PRESENTED HEREIN, THE NYS UNIFIED COURT SYSTEM STANDARD REQUEST FOR BID CLAUSES & FORMS - ATTACHMENT I IS ATTACHED HERETO AND MADE A PART HEREOF.

PURPOSE & SCOPE:

THE NYS OFFICE OF COURT ADMINISTRATION - CONTRACT & PROCUREMENT ADMINISTRATION UNIT (HEREAFTER, "OCA/CPA"), IS SEEKING SEALED BIDS ON BEHALF OF THE FIVE (5) NEW YORK CITY COUNTY CLERKS (HEREAFTER, "NYCC") FOR MICROGRAPHIC AND DIGITAL IMAGING SERVICES AS SPECIFIED HEREIN, ADDRESSING VARIOUS RECORDS AND DOCUMENTS OF THOSE RESPECTIVE OPERATIONS.

IT IS THE INTENT OF OCA/CPA TO AWARD **ESTIMATED QUANTITY TERM CONTRACTS** BASED ON THE SPECIFIC NEEDS OF EACH COUNTY CLERK. ACCORDINGLY, MULTIPLE CONTRACTS WILL BE AWARDED.

PRE-BID CONFERENCE:

A PRE-BID CONFERENCE WILL BE CONDUCTED AT **11:00AM SHARP NOVEMBER 08, 2004 IN ROOM 1106 - 11TH FLOOR CONFERENCE ROOM AT OCA OFFICES, 25 BEAVER STREET, NEW YORK, NY 10004**. WHILE THIS CONFERENCE IS NOT MANDATORY, **BIDDERS ARE STRONGLY ENCOURAGED TO ATTEND** TO BENEFIT MOST DIRECTLY AND IMMEDIATELY FROM ANY ISSUES OR CLARIFICATIONS PRESENTED.

QUESTIONS MUST BE ADDRESSED TO THE UNIFIED COURT SYSTEM (HEREAFTER, "UCS") CONTRACTS & PROCUREMENT ADMINISTRATOR AS NOTED HEREIN AND RECEIVED IN WRITING ON/BEFORE 3:00PM THURSDAY, NOVEMBER 04, 2004 AND YOU MUST CONTACT THE PERSON NOTED HEREIN TO INDICATE YOUR PLANNED ATTENDANCE AND THE NUMBER IN YOUR PARTY.

PRE-BID QUESTIONS OR OTHER INQUIRIES RELATED TO THIS SOLICITATION:

ANY AND ALL QUESTIONS BIDDER MAY HAVE IN CONNECTION WITH THIS SOLICITATION ARE TO BE DIRECTED IN WRITING AND SOLELY TO THE ATTENTION OF:

GLENN R. HARRISON
UCS CONTRACTS & PROCUREMENT ADMINISTRATOR
NYS OFFICE OF COURT ADMINISTRATION
CONTRACTS & PROCUREMENT ADMINISTRATION UNIT
42 KARNER ROAD
ALBANY, NY 12205

FAX: (518) 869-4735 E-MAIL: GHARRISO@COURTS.STATE.NY.US

IMPORTANT: CONTACT WITH ANY OTHER PERSONNEL OF THE "UCS", OR "NYCC" WITHOUT THE KNOWLEDGE AND CONSENT OF "OCA/CPA" SHALL JEOPARDIZE BIDDER'S STANDING AND MAY RESULT IN DISQUALIFICATION.

SUBMISSION OF BIDS:

- A. DUE DATE AND BID OPENING - ALL BID SUBMISSIONS MUST BE RECEIVED ON OR BEFORE **11:00AM TUESDAY, NOVEMBER 23, 2004** AS DIRECTED IN "B" BELOW.

- B. NEW YORK STATE OFFICE OF COURT ADMINISTRATION
CONTRACTS & PROCUREMENT ADMINISTRATION UNIT
42 KARNER ROAD
ALBANY, NY 12205
ATT: GLENN R. HARRISON

- C. **ALL BIDS MUST BE SEALED AND IDENTIFIED** PURSUANT TO C&PA WEBSITE, "PROCUREMENT & CONTRACT OPPORTUNITIES" "BID INSTRUCTIONS - GENERAL REQUIREMENTS". FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION.

ESTIMATED QUANTITIES:

ANY REQUIREMENTS SPECIFIED IN THIS SOLICITATION CONSTITUTE ESTIMATES **ONLY.** NO COMMITMENT OR GUARANTEE TO REACH ANY SPECIFIED VOLUME OF BUSINESS IS MADE IMPLIED. ACCORDINGLY, ANY AWARDED CONTRACTS SHALL BE AN **ESTIMATED QUANTITY TERM CONTRACT.**

CONTRACT PERIOD:

THE TERM OF THE CONTRACT SHALL BE FOR AN INITIAL PERIOD OF THREE (3) YEARS COMMENCING ON/ABOUT **JANUARY 01, 2005** THROUGH **DECEMBER 31, 2008.** OCA/CPA RESERVES THE RIGHT TO **RENEW** ANY AWARDED CONTRACT

FOR TWO ADDITIONAL ONE (1) YEAR PERIODS UNDER THE SAME TERMS AND CONDITIONS.

EXTENSION:

OCA/CPA FURTHER RESERVES THE RIGHT TO **EXTEND** THE CONTRACT FOR A PERIOD NOT TO EXCEED ONE HUNDRED AND EIGHTY (180) DAYS UPON WRITTEN NOTIFICATION TO THE CONTRACTOR PRIOR TO CONTRACT TERMINATION DATE, OR ANY RENEWAL THEREOF. ANY SUCH RENEWAL OR EXTENSION SHALL BE SUBJECT TO APPROVAL BY THE OFFICES OF THE STATE ATTORNEY GENERAL AND COMPTROLLER (HEREAFTER, "AG/ OSC").

METHOD OF AWARD:

A SINGLE CONTRACT WILL BE AWARDED FOR EACH COUNTY CLERK. ACCORDINGLY, A TOTAL OF UP TO FIVE (5) CONTRACT AWARDS (NEW YORK, KINGS, QUEENS, BRONX AND RICHMOND COUNTIES) MAY BE MADE.

AWARDS WILL BE TO THE LOWEST COST, RESPONSIBLE BIDDER MEETING THE NEEDS OF THE RESPECTIVE COUNTY CLERK.

"LOWEST COST" IS DEFINED BY THE FOLLOWING FORMULA AND AS SPECIFIED ON THE BID RESPONSE FORM(S):

THE "UNIT COST" FOR ALL APPLICABLE ITEMS NOTED ON THE BID RESPONSE FORM WILL BE ADDED FOR A "TOTAL UNIT COST" WHICH WILL BE THE BASIS FOR DETERMINATION. **EXAMPLE;** THE RESPECTIVE COUNTY CLERK REQUIRES PICKUP & TRANSPORTATION AT \$1.50 PR CARTON OF 16MM FILM (ORIGINAL AND DIAZO) WHICH IS BID AT \$ 25.00 PER ORIGINAL ROLL UNIT COST, \$10.00 PER ROLL, DIAZO DUPLICATE, \$15.00 PER HOUR "DOCUMENT PREPARATION TIME", \$7.00 RETRIEVAL PER RECORD/FILE, \$15.00 PER CARTON RETRIEVAL AND \$00.10 PER POUND DESTRUCTION. "TOTAL UNIT COST" WOULD BE; **$\$1.50 + \$25.00 + \$10.00 + \$15.00 + \$7.00 + \$15.00 + \$00.10 = \text{TOTAL UNIT COST } \$73.60.$**

NOTE: ANY ITEM OR FACTOR WHICH THE BIDDER DOES NOT INTEND TO CHARGE FOR MUST BE CLEARLY MARKED AS "**NO CHARGE - INCLUDED**" FAILURE TO DO SO MAY RESULT IN MISINTERPRETATION OF BIDDER'S PRICE OFFERING AND MAY FURTHER RESULT IN DISQUALIFICATION OF BID.

"RESPONSIBLE" SHALL BE DEFINED AS, BUT NOT LIMITED TO, COMPLIANCE WITH THESE SPECIFICATIONS, REFERENCES, PERFORMANCE HISTORY, FINANCIAL STABILITY AND MEETING "UCS" RECORDS MANAGEMENT POLICIES (SEE

“DETAILED SPECIFICATIONS” AND “APPENDIX B”), WHOSE FACILITIES PASS INSPECTION AND WHO IS CAPABLE OF MEETING THE ADDITIONAL REQUIREMENTS PRESENTED HEREIN.

“RESPONSIBLE” SHALL ALSO INCLUDE BIDDER’S RESOURCES TO SATISFACTORILY PRODUCE THE WORK OF ANY ONE OR MORE OF THE COUNTY CLERKS .

ADDITIONAL TERMS:

THE OCA/CPA RESERVES THE RIGHT TO REJECT ANY BIDS OR BIDDERS -

- A. WHOSE FACILITIES AND/OR RESOURCES IN THE OPINION OF “OCA/CPA” ARE EITHER
 - 1. INADEQUATE, OR
 - 2. TOO REMOTE FROM THE UCS LOCATIONS TO RENDER SERVICES IN A TIMELY MANNER IN ACCORDANCE WITH ALL REQUIREMENTS OF THIS SOLICITATION,
- B. WHO HAVE DEFAULTED ON PREVIOUS GOVERNMENTAL CONTRACTS (FEDERAL, STATE OR LOCAL) OR,
- C. WHO DO NOT PROVIDE REFERENCES FOR COMPARABLE WORK (SEE “REFERENCES”).

BIDDER RESPONSES:

A BIDDER MAY RESPOND TO THE NEEDS OF MORE THAN ONE COUNTY CLERK, **HOWEVER**, “OCA/CPA” AND “NYCC” RESERVE THE RIGHT TO DETERMINE BIDDER’S ABILITY TO ADEQUATELY HANDLE THE VOLUME OF ANY COUNTY FOR WHICH A BID IS OFFERED, EVEN IF THAT BID MAY BE THE LOWEST COST. BIDDER MUST USE A SEPARATE BID RESPONSE FORM FOR EACH COUNTY BIDDER IS SUBMITTING A BID.

PRICING:

ALL PRICING SUBMITTED PURSUANT TO THE SOLICITATION SHALL BE NET AND INCLUDE ALL COSTS FOR THE PERFORMANCE OF THE SERVICES DESCRIBED HEREIN. ADDITIONALLY, PRICING SHALL BE SUBMITTED ONLY ON, AND IN THE FORMAT PRESCRIBED BY, THE BID RESPONSE FORM. ALL PRICES SHALL

REMAIN FIRM THROUGHOUT THE INITIAL CONTRACT PERIOD OF THREE (3) YEARS.

REASONABLE, NECESSARY AND DOCUMENTED PRICE INCREASES FOR ANY **RENEWAL** PERIOD WILL BE CONSIDERED FOR FACTORS BEYOND CONTRACTOR'S CONTROL FOR **MATERIALS AND SUPPLIES**. INCREASES FOR **LABOR** FACTORS SHALL BE CONSIDERED ONLY WITH RESPECT TO ANY CHANGE IN THE PREVAILING WAGE RATE(S) AS SET FORTH BY THE NYS DEPARTMENT OF LABOR.

NO INCREASES FOR ANY FACTORS WILL BE ALLOWED FOR ANY **EXTENSION** PERIOD. PRECEDING TERM'S RATES SHALL PREVAIL.

ORIGINAL RFB & COPIES:

IN ADDITION TO THE RETURN OF ALL REQUIRED ORIGINAL EXECUTED DOCUMENTS, BIDDERS **MUST** INCLUDE FOUR (4) COMPLETE COPIES OF SUCH MATERIAL WITH THEIR SUBMISSION. ORIGINAL ONLY MAY BE PRESENTED IN A THREE-RING BINDER, **BUT COPIES SHALL NOT; THEY ARE TO BE MARKED "COPY" AND BOUND WITH RUBBER BANDS, CLIPS OR OTHER SIMILAR MANNER.** **FAILURE TO DO SO MAY RESULT IN REJECTION OF THEIR BID!**

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.

ACCESS TO COURT FACILITIES:

BIDDERS SHALL BE WHOLLY RESPONSIBLE FOR FAMILIARITY WITH THE PHYSICAL LAYOUT AND ACCESS TO THE COURTS AND BUILDINGS IN QUESTION, INCLUDING BUT NOT LIMITED TO, ROADWAYS, OVERHANGS, PARKING, SECURITY, ELEVATORS, REQUIRED ACCESS PERMITS OR INSURANCE CERTIFICATES. **NO SPECIAL ACCOMMODATIONS CAN OR WILL BE MADE BY COURT STAFF WITH RESPECT TO SECURITY MEASURES, ACCESS OR PARKING.**

ALL LOCATIONS SPECIFIED HEREIN ARE AVAILABLE FOR INSPECTION BY BIDDERS **BY APPOINTMENT** THROUGH THE "CONTACT PERSON" NOTED ON EACH COUNTY CLERK'S "DETAILED SPECIFICATIONS".

BIDDER'S/CONTRACTOR'S FACILITY:

THE BIDDER SHALL HAVE AVAILABLE A STORAGE FACILITY WHICH IS ADEQUATE IN THE OPINION OF THE OCA/CPA. SINCE THE FACILITY WILL BE USED TO STORE THE PAPER DURING THE CONVERSION PROCESS AND PRIOR TO RELEASE FOR DISPOSITION, THE FACILITY MUST, AS A MINIMUM, HAVE SUFFICIENT AMBIENT CONTROLS TO MAINTAIN HUMIDITY BETWEEN 45% AND 55% WITH DAILY FLUCTUATION OF +/- 2% AND TEMPERATURE AT 70 DEGREES WITH DAILY FLUCTUATION OF +/- 02 DEGREES AND HAVE ADEQUATE, OPERATING FIRE SUPPRESSION SYSTEM ACCEPTABLE FOR PAPER.

FOR PURPOSES OF BID EVALUATION, **BIDDER'S** PROPOSED FACILITIES SHALL BE AVAILABLE FOR INSPECTION. SUBSEQUENT TO AWARD, **CONTRACTOR'S** FACILITIES SHALL BE MADE AVAILABLE FOR PERIODIC INSPECTION UPON REQUEST BY OCA/CPA OR ANY APPROPRIATE STAFF OF THE RESPECTIVE COUNTY CLERK(S).

LIABILITY - PERSONAL INJURY:

AWARDED CONTRACTOR SHALL HOLD HARMLESS THE STATE OF NEW YORK, THE UNIFIED COURT SYSTEM (HEREAFTER, "UCS"), THE OFFICE OF COURT ADMINISTRATION AND THE OFFICES OF THE COUNTY CLERKS WITH RESPECT TO ANY INJURIES SUSTAINED BY CONTRACTOR'S EMPLOYEES, AGENTS, SUBCONTRACTORS, ETC. DURING THE CONTRACT PERIOD.

LIABILITY - DAMAGES, THEFT, LOSS:

CONTRACTOR SHALL BE HELD RESPONSIBLE FOR DAMAGES CAUSED TO THE FACILITIES, FURNISHINGS OR EQUIPMENT OF THE COURTS OR RELATED OFFICES. SHOULD SUCH DAMAGE OCCUR, REPAIR OR REPLACEMENT SHALL BE PERFORMED TO THE SATISFACTION OF THE RESPECTIVE LOCATION AND WHOLLY AT THE EXPENSE OF THE CONTRACTOR.

CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY THEFT, LOSS OR DAMAGE OF ANY MATERIAL REFERENCED HEREIN WHILE IN CONTRACTOR'S POSSESSION.

INSURANCE COVERAGE:

BIDDER MUST INCLUDE WITH THEIR RESPONSE, PROOF OF ADEQUATE LIABILITY AND COMPREHENSIVE INSURANCE COVERAGE IN THE FORM OF A CERTIFICATE OF INSURANCE. A MINIMUM OF \$1,000,000.00 IS REQUIRED. A PHOTOCOPY OF SUCH CERTIFICATE IS ACCEPTABLE.

COURT/AGENCY RECORDS:

ALL RECORDS AND MATERIALS DESCRIBED HEREIN ARE THE OFFICIAL AND CONFIDENTIAL RECORDS OF THE NYS UNIFIED COURT SYSTEM AND SHALL BE IMMEDIATELY PRODUCED UPON DEMAND, **NOTWITHSTANDING ANY ISSUE WHICH MAY BE IN DISPUTE BETWEEN OCA OR THE RESPECTIVE CONTRACTOR(S).**

DISASTER RECOVERY:

BIDDER SHALL INCLUDE WITH THEIR PROPOSAL, A WRITTEN DESCRIPTION OF A SATISFACTORY, IN-PLACE DISASTER RECOVERY PROGRAM PROVIDING SPECIFICALLY FOR NO COST RESTORATION SERVICES IN THE EVENT OF WATER DAMAGE, OR OTHER RECOVERABLE DAMAGE, TO THE ORIGINAL RECORDS OR PROCESSED WORK (MICROGRAPHICS OR ELECTRONIC MEDIA) WHILE IN CONTRACTOR'S POSSESSION. "POSSESSION" SHALL BE DEFINED AS FROM POINT, DATE AND TIME OF PICKUP AT COUNTY CLERK'S LOCATION TO RETURN AND SIGNATORY ACCEPTANCE OF FINISHED WORK BY COUNTY CLERK.

CONTRACTOR CONTACT:

CONTRACTOR SHALL DESIGNATE A STAFF MEMBER TO ACT AS PRIMARY CONTACT FOR THE OCA/CPA, OR COUNTY CLERKS WITH RESPECT TO CONTRACT PERFORMANCE.

CONFIDENTIALITY:

BIDDER ACKNOWLEDGES THAT ANY AND ALL INFORMATION, RECORDS, FILES, DOCUMENTS OR REPORTS CONTAINED IN ANY MEDIA FORMAT PROVIDED TO THE BIDDER BY THE COUNTY CLERK 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 COUNTY CLERK OR OCA/CPA. ANY BREACH OF THIS CONFIDENTIALITY BY THE BIDDER OR BY ANY OF ITS EMPLOYEES, SERVANTS, SUBCONTRACTORS, AGENTS, OR VOLUNTEERS MAY RESULT IN THE IMMEDIATE TERMINATION OF ANY RESULTING AGREEMENT BY THE OCA/CPA AND MAY SUBJECT THE BIDDER TO FURTHER PENALTIES.

SUBCONTRACTING:

SUBCONTRACTING WILL BE ALLOWED SUBJECT TO THE FOLLOWING CRITERIA:

1. BIDDER MUST INDICATE WITH THEIR BID, THE NAME OF THE PROPOSED SUBCONTRACTOR(S) INCLUDING NAME, ADDRESS, IDENTITY OF PRINCIPAL OR OWNER, CONTACT PERSON AND TELEPHONE NUMBER.
2. NATURE OF WORK TO BE SUBCONTRACTED AND LENGTH OF BUSINESS RELATIONSHIP BETWEEN BIDDER AND PROPOSED SUBCONTRACTOR(S) TO BE STATED AND,
3. BIDDER SHALL REMAIN WHOLLY LIABLE FOR ANY NEGLIGENCE, DELAYS OR ERRORS COMMITTED ON THE PART OF ANY APPROVED SUBCONTRACTOR.

PROPOSED SUBCONTRACTOR(S) ARE SUBJECT TO THE APPROVAL OF OCA/CPA.

REFERENCES:

BIDDER MUST INCLUDE WITH THEIR RESPONSE, THREE (3) FIRMS/ORGANIZATIONS FOR WHICH COMPARABLE WORK WAS PERFORMED IN THE PAST TWO (2) YEARS. "COMPARABLE" SHALL ALSO MEAN WORK OF SIZEABLE QUANTITY. THE NAME OF CONTACT PERSON HAVING FIRST-HAND KNOWLEDGE OF BIDDER'S WORK, TITLE, ADDRESS AND PHONE NUMBER MUST BE INCLUDED.

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

THE FIVE (5) COUNTY CLERKS OF THE NEW YORK CITY AREA REPRESENT VERY DIVERSE AND IMMENSE OPERATIONS. ACCORDINGLY, THE GENERATION OF RECORDS, FILES AND DOCUMENTS ARE VOLUMINOUS IN NATURE AND REQUIRE VARYING FORMATS TO ASSURE THAT SUCH RECORDS, FILES AND DOCUMENTS ARE EFFECTIVELY AND APPROPRIATELY PRESERVED AND ACCOUNTED FOR.

WHILE THE COUNTY CLERKS OF NEW YORK, KINGS, QUEENS, BRONX AND RICHMOND COUNTIES MAINTAIN SIMILARITY OF OPERATIONS AND DOCUMENTS AND SHARE COMMON NEEDS, EACH HAS UNIQUE APPLICATIONS AND REQUIREMENTS WITH RESPECT TO MAINTENANCE AND PRESERVATION OF RECORDS.

EACH OF THE COUNTY CLERK'S SPECIFIC FILMING AND/OR DIGITAL IMAGING REQUIREMENTS ARE DEFINED ON THE ATTACHED "COUNTY CLERK PROFILE - APPENDIX C".

TURNAROUND TIME:

THE VOLUME OF RECORDS WHICH REQUIRE PROCESSING BY THE COUNTY CLERKS IS OF THE HIGHEST PRIORITY. MONIES ARE APPROPRIATED TO THEIR RESPECTIVE OPERATIONS FOR RECORDS RETENTION SERVICES AND MUST BE EXPENDED FOR THE PERIOD PROVIDED. **ACCORDINGLY, AWARDED CONTRACTORS WILL BE REQUIRED TO ADHERE TO SPECIFIED SCHEDULE ; THAT IS, ALL DESIGNATED FILES/RECORDS/DOCUMENTS MUST BE PICKED UP, PROCESSED, INSPECTED AND RETURNED TO THE COUNTY CLERK IN THE TURNAROUND TIME NOTED ON THE BID RESPONSE FORM AND AWARDED CONTRACT. FAILURE TO DO SO BY CONTRACTOR MAY RESULT IN TERMINATION OF CONTRACT AND/OR OTHER SANCTIONS BY THE "OCA/CPA" OR "NYCC". THERE WILL BE "ZERO TOLERANCE" REGARDING ANY CONTRACTOR FALLING BEHIND CONTRACTED SCHEDULES.**

UCS RECORDS MANAGEMENT POLICIES:

THE FOLLOWING UCS RECORDS MANAGEMENT POLICIES (APPENDIX B) ARE HEREBY FULLY INCORPORATED HEREIN AND ATTACHED HERETO:

1. MICROGRAPHICS GUIDELINES - #3.0 JAN. 02, 1991 (REV. 01:04:95)
2. GUIDELINES FOR ELECTRONIC RECORDS - #9.0 DEC 10, 2001

NOTE: ANY CONFLICT BETWEEN "APPENDIX B" AND ANY OTHER

SPECIFICATIONS HEREIN, THE UCS RECORDS MANAGEMENT POLICIES SHALL PREVAIL.

PICK UP OF ORIGINAL FILES, RECORDS, DOCUMENTS:

CONTRACTORS MUST USE THEIR OWN SECURED VEHICLES AND EMPLOYEES FOR THE TRANSPORTATION OF ANY AND ALL DOCUMENTS PICKED UP FROM THE OFFICES OF THE RESPECTIVE COUNTY CLERK(S).

PREPARATION OF RECORDS:

RECORDS AND FILES ARE CURRENTLY STORED IN VARIOUS FORMATS (I.E., FILE CABINETS, CARTONS, OTHER). WHERE NECESSARY, CONTRACTOR WILL BE REQUIRED TO REMOVE FILES FROM SUCH STORAGE MEDIA, AND PLACE IN APPROPRIATE CONTAINERS FOR TRANSPORT (NOTE; SOME FILES & RECORDS MAY ALREADY BE IN APPROPRIATE CARTONS). CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING ALL RECORDS FOR PROCESSING.

COST FOR "PREP" SHALL INCLUDE ALL SERVICES, BE STATED AS "RATE PER HOUR" AND BASED UPON THE "TYPICAL" CONDITION OF RECORDS NORMALLY ENCOUNTERED. RECORDS AND FILES WHICH ARE NOT "TYPICAL" AND REQUIRE EXTRAORDINARY ATTENTION AND HANDLING MAY BE ASSESSED AT A DIFFERENT RATE PER HOUR.

COUNTY CLERK'S MANIFEST:

ALL FILES, RECORDS AND DOCUMENTS TO BE FILMED OR IMAGED WILL BE NOTED IN A MANIFEST WHICH WILL BE PROVIDED BY THE COUNTY CLERK TO THE RESPECTIVE CONTRACTOR.

CONTRACTOR MANIFEST:

CONTRACTOR MUST PROVIDE A MANIFEST OF WORK COMPLETED WITH METHYLENE BLUE TEST CERTIFICATION, BEFORE ORDER OF DESTRUCTION WILL BE ISSUED BY THE COUNTY CLERK. BIDDER MUST PROVIDE A COPY OF THEIR STANDARD MANIFEST WITH THEIR BID.

DELIVERY OF FILM / FICHE ORIGINAL SILVER & DIAZO COPY & DIGITAL IMAGES:

UNLESS NOTED OTHERWISE ON RESPECTIVE COUNTY CLERK'S APPENDIX C - PROFILE SHEET, ALL COMPLETED FILM, FICHE AND DIGITAL WORK IS TO BE DELIVERED TO THE RESPECTIVE COUNTY CLERK'S LOCATION.

EMERGENCY RETRIEVAL:

IT IS OCCASIONALLY NECESSARY FOR A COURT TO REQUIRE IMMEDIATE (WITHIN 24 HOURS) RETRIEVAL OF A CERTAIN ORIGINAL RECORD OR RECORDS AFTER RELEASE TO THE CONTRACTOR. SHOULD IT BECOME NECESSARY TO DO SO, **IN ALL INSTANCES, THE RECORD(S) MUST BE PROCESSED (CONVERTED TO FILM, FICHE, DIGITAL FORMAT) FIRST.** RETRIEVED DOCUMENT(S) MAY THEN BE RETURNED TO THE COUNTY CLERK BY ANY APPROPRIATE SIGNATORY PACKAGE DELIVERY SERVICE SUCH AS FED EX, UPS.

CONTRACTOR SHALL INDICATE IN THEIR RESPONSE BY WHAT DELIVERY METHOD SUCH REQUESTS WILL BE HANDLED AND CHARGE(S) THEREFOR.

DOWNLOADABLE INVENTORY:

CONTRACTOR WILL BE REQUIRED TO PROVIDE A DOWNLOADABLE INVENTORY FROM CONTRACTOR'S SECURED WEBSITE NOTING ITEMS TO BE PROCESSED AND THOSE WHICH HAVE BEEN PROCESSED. AS A MINIMUM, THE FOLLOWING INFORMATION SHOULD BE ADDRESSED:

- A. FILE/DOCKET NUMBER
- B. INDEX NUMBER WITH NO PAPERS ON FILE
- C. NAME OF FILE, RECORD
- D. CARTON DESIGNATION
- E. DATE OF PICK UP
- F. STATUS; PENDING PROCESSING, PROCESSED
- G. RECORD ACTIVITY (I.E. RETRIEVED BY CLERK, OUTSTANDING, ETC.
- H. DESTRUCTION DATE
- I. NUMBER OF CARTONS PROCESSED TO DATE
- J. NUMBER OF CARTONS PENDING PROCESSING.

BAR CODING:

SEE RESPECTIVE COUNTY CLERK APPENDIX C - PROFILE SHEET.

DESTRUCTION OF DOCUMENTS:

AT THE SOLE DISCRETION AND DIRECTION OF THE RESPECTIVE COUNTY CLERK, AND SUBSEQUENT TO RECEIPT AND ACCEPTANCE OF RESPECTIVE FILM FICHE, OR DIGITIZED FORMAT BY THE COUNTY CLERK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESTRUCTION OF THE ORIGINAL DOCUMENTS BY SHREDDING OR INCINERATION. CONTRACTOR SHALL BE REQUIRED TO EXECUTE

AN APPROPRIATE AFFIDAVIT AS TO THE DESTRUCTION OF SAID DOCUMENTS. BIDDERS ARE TO INDICATE COST PER POUND, IF ANY, FOR THIS SERVICE.

NO DOCUMENT, FILE OR RECORD MAY BE DESTROYED UNLESS AND UNTIL THE COUNTY CLERK HAS ISSUED A VALID ORDER OF DESTRUCTION. THE ORDER OF DESTRUCTION WILL ISSUED PROMPTLY (WITHIN FIFTEEN [15] BUSINESS DAYS) SO AS NOT TO INCREASE STORAGE TIME OF THE CARTONS THUS BURDENING THE CONTRACTOR. **HOWEVER**, NO ORDER OF DESTRUCTION WILL BE ISSUED UNTIL THE COUNTY CLERK IS SATISFIED THAT ALL WORK REQUIRED OF THE CONTRACTOR HAS BEEN PERFORMED AND ACCEPTABLE, ACCURATE IMAGES OF THE FILES RECEIVED.

COUNTY CLERK PROFILES - APPENDICES C:

THE ATTACHED "PROFILES" PRESENT THE SPECIFIC REQUIREMENTS OF THE INDIVIDUAL COUNTY CLERKS.

"BID SUBMISSION CHECKLIST ":

BIDDERS ARE TO COMPLETE AND INCLUDE ATTACHED "BID SUBMISSION CHECKLIST" WITH THEIR RESPONSE.

**APPENDIX C
NYC COUNTY CLERKS
PROFILE SHEETS**

LOCATION: **QUEENS COUNTY CLERK**
88-11 SUTPHIN BLVD.
JAMAICA, NY 11435

CONTACT: KEVIN ROTHERMEL
(718) 298-0611

ESTIMATED QUANTITY: 88,500,000 IMAGES (OVER 5 YEAR PERIOD)
(17.7 MILLION PER YEAR)

RETENTION FORMAT(S): 16MM ROLL FILM, FICHE, CD-ROM

TYPES OF FILES: SUPREME CIVIL DOCUMENTS, TAX WARRANTS,
TRANSCRIPTS OF JUDGEMENTS, BUSINESS
CERTIFICATES

TURN-A-ROUND TIME: FILES MUST BE PROCESSED AND DELIVERED TO
COUNTY CLERK WITHIN 72 HOURS OF PICK UP.

SPECIAL CONFIDENTIAL FILES: MATRIMONIAL FICHE MUST BE MARKED
"CONFIDENTIAL" AND HAVE SPECIAL COLOR
STRIP ACROSS THE TOP.

MATRIMONIAL CD-ROMS MUST ALSO BE
MARKED IN THE SAME MANNER.

CAPTION OF FICHE & CD: CASE INDEX, CAPTION (PLAINTIFF VS.
DEFENDANT), FICHE & PAGE NUMBER. SPECIAL
COLOR STRIP MARKING IF DESIGNATED
"CONFIDENTIAL"

OTHER SPECIAL REQUIREMENTS: ALL FILE(S) TO BE FILMED IN YEAR AND
INDEX ORDER - CHRONOLOGICAL ORDER

DELIVERY OF COMPLETED WORK: TO BE RETURNED TO COUNTY CLERK.

**APPENDIX C
NYC COUNTY CLERKS
PROFILE SHEETS**

LOCATION: **NEW YORK COUNTY CLERK**
60 CENTRE STREET
NEW YORK, NY, 10007

CONTACT: JAMES ROSSETTI
(212) 374-8357

ESTIMATED QUANTITY: 75,000 CASE FILES = 20,000,000 IMAGES (OVER 5
YEAR PERIOD)
(4 MILLION PER YEAR)

RETENTION FORMAT(S): FICHE - NAME OF CASE AND INDEX NUMBER ON
EACH FICHE

TYPES OF FILES: GENERAL RECORDS & FILES

PICK UP: VENDOR WILL BE REQUIRED TO BOX ALL FILES
ON SITE, REMOVE AND STORE ONE YEAR'S
RECORDS.

TURN-A-ROUND TIME: ALL FILES WILL BE FILMED IN CHRONOLOGICAL
ORDER BY YEAR (1980, 1981, 1982, ETC.)
CONTRACTOR WILL BE REQUIRED TO PICK UP ONE
FULL YEAR'S FILES AND STORE THEM AT
CONTRACTOR'S FACILITY. THEREAFTER, FILES
ARE TO BE PROCESSED AND DELIVERED TO
COUNTY CLERK ON A WEEKLY BASIS WITH
RESPECTIVE INVOICE - PER WEEK.

OTHER SPECIAL REQUIREMENTS:

DELIVERY OF COMPLETED WORK: TO BE RETURNED TO COUNTY CLERK

**APPENDIX C
NYC COUNTY CLERKS
PROFILE SHEETS**

LOCATION: **RICHMOND COUNTY CLERK**
130 STUYVESANT PLACE
STATEN ISLAND, NY 10301

CONTACT: JOHN MANSFIELD
(718) 390-5392

ESTIMATED QUANTITY: 12,000,000 IMAGES (OVER 5 YEAR PERIOD)
(2.5 MILLION PER YEAR)

RETENTION FORMAT(S): 16 MM FILM - SILVER ORIGINAL AND DIAZO COPY
CD-ROM CONVERSION WITH TWO (2) TO THREE (3)
INDEX FIELDS.

TYPES OF FILES: SPECIAL CONFIDENTIAL FILES; MATRIMONIAL &
OTHER NOTED FILES MUST BE MARKED
"CONFIDENTIAL" AND HAVE SPECIAL COLOR STRIP
ACROSS THE TOP.

PICK UP:

TURN-A-ROUND TIME: TO BE DETERMINED FOR EACH PICK UP.

OTHER SPECIAL REQUIREMENTS:

DELIVERY OF COMPLETED WORK: TO BE RETURNED TO COUNTY CLERK

**APPENDIX C
NYC COUNTY CLERKS
PROFILE SHEETS**

LOCATION: **KINGS COUNTY CLERK**
360 ADAMS STREET
BROOKLYN, NY 11201

CONTACT: JAMES BLAIN
(718) 643-8014

ESTIMATED QUANTITY: 5,000 CARTONS (OVER 5 YEAR PERIOD)
(40,000 CASES /1000 CARTONS PER YEAR)

RETENTION FORMAT(S): 105MM MICROFILM - SILVER & DIAZO, 16MM FILM,
CD-ROM

TYPES OF FILES: ALL CIVIL AND SUPREME COURT RECORDS

PICK UP: MINIMUM OF 100 CARTONS WEEKLY UNTIL COMPLETION
OF ENTIRE YEAR.

TURN-A-ROUND TIME: WEEKLY DELIVERY OF NOT LESS THAN 35,000 IMAGES
AS WORK IS COMPLETED ON VENDOR'S PREMISES AND
TO BE ACCOMPANIED WITH DETAILED MANIFEST.

OTHER SPECIAL REQUIREMENTS: ALL FICHE (SILVER & DIAZO) MUST BE
DELIVERED IN WHITE ACID-FREE ENVELOPES
ALL MATRIMONIAL FILES MUST BE MARKED,
"CONFIDENTIAL". SEALED CASES MUST BE
RETURNED UNPREPARED (SEALED BY
ORDER OF THE COURT).

ALL FILES MUST BE FILMED IN NUMERICAL ORDER. WEEKLY SHIPMENTS MUST
INCLUDE MANIFEST, INVOICE, PACKING SLIP AND METH BLUE TEST IDENTIFYING
INDEX NUMBERS TESTED.

BAR CODING: KINGS COUNTY CLERK'S OFFICE
INDEX NUMBERS WITH YEAR; I.E. 01/04 TO999/04

DELIVERY OF COMPLETED WORK: TO BE RETURNED TO COUNTY CLERK.

**APPENDIX C
NYC COUNTY CLERKS
PROFILE SHEETS**

LOCATION: **BRONX COUNTY CLERK**
851 GRAND CONCOURSE
BRONX, NY 10451

CONTACT: MARK NUSENBAUM
(718) 590-4922

ESTIMATED QUANTITY: 49,000,000 (OVER 5 YEAR PERIOD)
(9.8 MILLION PER YEAR)

RETENTION FORMAT(S): ORIGINALS -16 MM ROLL FILM
USER COPIES - MICROFICHE

TYPES OF FILES: GENERAL RECORDS & FILES

PICK UP:

TURN-A-ROUND TIME: ALL RECORDS MUST BE PROCESSED AND RETURNED
TO THE COUNTY CLERK WITHIN THIRTY (30) DAYS OF
PICK UP.

OTHER SPECIAL REQUIREMENTS:

DELIVERY OF COMPLETED WORK: TO BE RETURNED TO COUNTY CLERK,
EXCEPT - 16MM SILVER ROLL FILM TO BE
DELIVERED TO IRON MOUNTAIN/NATIONAL
UNDERGROUND STORAGE, BOYERS, PA.