

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

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

Bid Number: OCA/RM-253	Commodity Group:
Opening Date: 04/24/2019 Time: 3:00 pm Issue Date: 04/03/2019	Commodity Name: NYS APPELLATE DIVISION 1ST JUDICIAL DEPARTMENT DIGITAL IMAGING SERVICES

NYS OFFICE OF COURT ADMINISTRATION
Division of Financial Management
4 ESP – Suite 2001, 19th Fl.
Albany, NY 12223-1450

(Agency Name and Address)

Direct Inquiries to: Marie-Claude Ceppi
E-mails: mceppi@nycourts.gov

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

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

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

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 E-mail:	

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DIGITAL IMAGING SERVICES**

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DOCUMENT ENCLOSURE CHECKLIST (2 pages)

_____ Pricing Sheet: Exhibit A/Pricing Sheet **must be fully executed and included** in bidder's proposal. Failure to do so may disqualify bidder's response.

The following forms 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 (rfb1.frm) and complete bid response with original signature

_____ Attachment I - Standard Request for Bid Clauses & Forms

☐ p.3 - Non-Collusive Bidding Certificate

☐ p.4 - Corporate Acknowledgment

Attachment II - Not Applicable

_____ Attachment III - Vendor Responsibility Questionnaire

☐ Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening due date, **or**

☐ Paper questionnaire

_____ Attachment IV - Procurement Lobbying forms

☐ Disclosure of Prior Non-Responsibility Determination (UCS 420)

☐ Affirmation of Understanding and Agreement (UCS 421)

_____ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see paragraph "Insurance Requirements" for a list of accepted forms.

_____ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications.

In addition, bidder shall provide:

_____ Three (3) complete photocopies of original bid response

_____ List of references

_____ Bidder's contact name

_____ Signed Document Enclosure Checklist

_____ Proprietary information in separate folder from bid response, if applicable

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NYS APPELLATE DIVISION
1ST JUDICIAL DEPARTMENT
DIGITAL IMAGING SERVICES**

**BID OPENING DATE: April 24, 2019
3:00 PM**

IMPORTANT:

1. 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.
2. Exhibit A/Pricing Sheet and the other forms listed above must all have the SAME COMPANY NAME AND TAX ID NUMBER in order for a purchase order or contract to be approved by the NYS Comptroller.
3. **Do not alter this solicitation in any manner. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFB or to any exhibits or appendices to this RFB, including Exhibit A/Pricing Sheet, may result in the rejection of the bid as non-responsive.**
4. Please note that the terms and conditions of this RFB will form the basis of the contract with the awarded vendor.
5. **Please verify that all required documents are included before signing.**

COMPANY NAME:

AUTHORIZED OFFICER'S NAME AND TITLE:

SIGNATURE: _____ DATE: _____

I. PURPOSE AND SCOPE

The New York State Unified Court System (“UCS”) on behalf of the First Department of the Appellate Division of the Supreme Court (“Court”) is soliciting sealed proposals for digital imaging of the Court’s records, as described in these specifications (“Records”).

II. BID RESPONSE SUBMISSION

Bidder’s Contact Name and Required Information

Bidder shall designate, in its bid response, a staff member as primary contact for all questions OCA may have regarding bidder’s bid response. Bidder must include in its bid response all forms and documents listed on the Document Enclosure Checklist.

Packaging, Identifying and Delivering of Bids/Proposals

Bids/Proposals must be clearly addressed and submitted to:

Marie-Claude Ceppi
Management Analyst
NYS Unified Court System
Office of Court Administration
Division of Financial Management
4 ESP – Suite 2001, 19th Fl.
Albany, NY 12223-1450

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

Deliver immediately to
Marie-Claude Ceppi
Sealed bid - Do not open
RFB# OCA/RM-253 **due April 24, 2019 at 3:00 p.m.**

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by **April 24, 2019 at 3:00 pm** at the latest or bids will be declared late bids and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Marie-Claude Ceppi, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: RFB# OCA/RM-253. No-bid letters may be sent by email to mceppi@nycourts.gov. Please indicate in "Subject" field: RFB# OCA/RM-253 – No-Bid.

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NYS APPELLATE DIVISION
1ST JUDICIAL DEPARTMENT
DIGITAL IMAGING SERVICES**

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Questions

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

mceppi@nycourts.gov

Please indicate in "Subject" field: "RFB# OCA/RM-253 – Question(s)."

The deadline to submit questions is **April 15, 2019 before 5:00 pm.** A written response to all submitted questions in the form of a Questions & Answers (Q&A) sheet will be posted on the UCS website at www.nycourts.gov/admin/bids under RFB# OCA/RM-253.

IMPORTANT: All questions regarding this solicitation must be in writing by email 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.

III. AWARD

Term of Award

A single contract ("Contract") will be awarded to complete this project on or around August 31, 2019.

Method of Award

A single Contract will be awarded to the lowest dollar cost, responsible bidder. Lowest dollar cost is defined as the lowest Total Cost for the Contract, as indicated in Exhibit A/Pricing Sheet.

Site Visit of Bidder's/Contractor's Facilities

The Court reserves the right to inspect bidder's production and storage facilities and to conduct another inspection, or inspections, of Contractor's production and storage facilities to determine that such facilities are properly equipped to meet the scanning and digital imaging requirements specified herein. The Court also reserves the right to reject any bidder whose facilities and/or resources, after an inspection by Court, fail to meet the guidelines of the Essential Components of an Efficient Records Storage Facility.

IV. PRICING

Pricing

All pricing submitted pursuant to the solicitation shall be net and include all costs for the performance of all services required under this solicitation, including transportation costs and all

costs associated with the digitizing process. Pricing shall be submitted only on, and in the format prescribed by, Exhibit A/Pricing Sheet. Bidder must quote pricing on a cost per unit basis listed in the Exhibit A/Pricing Sheet. In the event of a bidder's miscalculation, the unit price will prevail and the Court reserves the right to make mathematical corrections based on unit price(s). Pricing will remain unchanged for the term of the Contract.

Pricing Sheet

Bidder shall enter "NC" (no charge) for materials and services which the bidder will supply at no charge to the UCS. Bidder must bid on all categories and items or its bid response will be disqualified.

Price Adjustments

Pricing shall remain unchanged for the term of the Contract.

Billing and Payment

Vendor shall send true and accurate invoices by email to ghuth@nycourts.gov or such other person or email address as the Court shall designate.

Payment shall be made monthly in arrears and shall be made within thirty (30) days of submission by Vendor and approval by the Court of invoices satisfactory to the Court and the Office of the State Comptroller.

V. PROGRAM REQUIREMENTS AND SCOPE OF SERVICES

1. Description of Records

The documents in question consist of records and briefs received by the Court as part of appeals of lower court decisions. The Records are flat, generally perfect-bound, letter-sized paper stored in standard cubic foot boxes. Because of the common binding method employed for these, the boxes of Records will be extremely heavy and densely packed. Disbinding will be required. Records are generally in pristine shape. Documents of only a few pages are stapled. Records will be available for pickup at 27 Madison Avenue, New York, New York.

2. General

Volume

The estimated volume of Records is 285 boxes and 1,420,725 pages.

Confidential Records

The awarded Contractor must ensure the security of the Records at all times, from acceptance of the Records through their destruction.

Records Management Policy 9

The Contractor shall comply with UCS Records Management Policy # 9, *Guidelines for Electronic Records*, which is available at <http://www.nycourts.gov/admin/recordsmanagement/policies/Policy9.pdf>.

Compliance with Storage Facility Standards

The Contractor shall also comply with UCS publication *Essential Components of an Efficient Records Storage Facility* are available at www.nycourts.gov/admin/recordsmanagement/pubs_training/essential-comp-rec-storage.pdf.

3. Standards for Producing Digitized Files

Required Files

The Contractor shall provide the Court with one digital image of every page of each of the Records submitted for digitization.

Document Preparation

All documents will be appropriately prepared for imaging by the Contractor (through the removal of paper clips and staples, flattening, mending, etc.).

Document Flatness

The Contractor shall digitize all documents absolutely flat and shadow-free, including any folded, creased, or rolled documents.

Quality of Images

The Contractor shall ensure every line and character on each page of each document is captured in a respective digital image.

File Integrity

The Contractor must verify the Records are in their proper sequence prior to digitization. Unless otherwise directed by the Court, the Contractor shall maintain the Records in their existing file order, before, during and after the digitization. However, the Contractor, only with the prior written agreement of the Court, can correct the order of the files when they are not in their proper order. Fasteners (staples, clips, tape, etc.) removed in preparation should not be restored.

File Format

All digitized Records must comply with the PDF/A standard (with PDF/A-1b being the lowest acceptable conformance level).

Image and Document Compression

Any compression technique used by the Contractor must be a non-proprietary, lossless compression method that does not remove data or otherwise alter the appearance of the original

image, such as ITU-T (formerly CCITT Group IV) or JPEG 2000 encoding. Lossy compression techniques are not acceptable for image compression.

Imaging Resolution

The Contractor shall capture images of pages of paper documents at a minimum native optical imaging resolution of 300 pixels per inch.

Image Pixel Bit Depth

The Contractor shall capture images of pages of paper documents at a depth of one bit per pixel to produce binary (or pure black and white) images.

Image Enhancement

The Contractor shall use no image enhancement techniques if these will alter existing content of the original document. Such techniques include sharpening, retouching, or otherwise adding or removing information from the images.

Digital enhancement techniques commonly used in imaging software (deskewing, cropping image data beyond the document's content, and rotating an image to the proper orientation) shall be permitted insofar as the information on the record image is not altered by such processes.

Proper image orientation for optimal viewing must be maintained: portrait or landscape orientation, as appropriate. All documents must be digitized at their original size.

4. Confidential and Sealed Case Files

Confidential records will be stamped "CONFIDENTIAL" on the case covers and on the inventory sheet that accompanies the Records.

Sealed records, which are more sensitive than confidential records and cannot be viewed by anyone without a court order, shall not be transferred to the Contractor. If Records marked "SEALED" are sent to the Contractor, the Contractor must not digitize any of them and must contact the Court immediately if it finds any files so marked.

The Contractor must maintain confidential records and metadata related to them separate from non-confidential records and any metadata the vendor has created for those records. Confidential records may be viewed by the Contractor only during the process of digitization and indexing and the process of verifying and correcting the same.

The Contractor must store the digital files (both the PDFs and the indexes) of confidential records separate from the non-confidential records. The Contractor must transfer these files of confidential records to the Court on removable media separate from those for the non-confidential records. That removable media must be clearly marked "CONFIDENTIAL RECORDS."

5. Indexing and Metadata

Index Structure

The Contractor must provide an index database that complies with the following requirements: The index database must be a simple digital flat file that identifies the title of every field within it. The Contractor must store indexing data in a non-proprietary format to allow its transfer to other systems and databases as needed.

Filenaming

The Contractor must label each individual document or file with a filename according to the following requirements:

- Single-digit numeral coinciding with the number of the Appellate Department (in this case, the numeral “1”).
- Four-digit year of the case
- Six-digit alphanumeric case file number
- Two-digit number indicating the position of the document in its case file sequence
- Name of the document type, in all capital letters, ending with the three-digit file extension (always “.pdf”)

Each portion of the filename must be separated from the next by a hyphen, and each word in a multi-word term for a document type must also be separated from the next with a hyphen.

For instance, a record on appeal created in 2018, with the case number 05101N, when it is the first document in the case file, would have the following filename:

1-2018-05101N-01-RECORD-ON-APPEAL.pdf

Folder Structure

The Contractor will store the resulting files in a digital file structure that begins with a master folder (designated “1” for the “First Department”) for all Records digitized, a folder for each calendar year, one thereunder for each month, and one thereunder for each day. For instance, a filing structure covering 2017 through 2018 would have the following structure:

```
1
  2017
    Month (01–12)
      Day (01–31)
  2018
    Month (01–12)
      Day (01–31)
```

6. Quality Assurance

Correction of Digitized Files and Metadata

The Court will conduct quality control of the database and the Records.

The Court will correct minor errors to the data. However, if the Court identifies the metadata as having significant errors or omissions, the Court will identify these errors to the Contractor and require the Contractor to correct and resubmit the metadata database, which Contractor will correct at no additional cost.

If the Court notifies the Contractor that any digital file received from the Contractor has failed to meet all contractual requirements, the Contractor will rectify same within thirty (30) days from the date of such notification at no additional cost to UCS.

Facilities Inspection

The Court reserves the right to inspect, during regular operating hours, the Contractor's worksite before and at any time during the performance of the Contract to ensure the Contractor's production and quality control capabilities.

UCS Review of Images

The Court has the absolute right, after inspection, to reject any images determined not to meet the requirements of these guidelines. In such cases, the Contractor must redigitize the respective documents at its own expense.

Contractor Inspection of Produce

The Contractor must inspect each individual image, disc, tape, or other storage medium for compliance with the contractual requirements, including but not limited to resolution, image quality, accuracy of the index, and general workmanship. The Contractor must include an inspection report or certification covering each disc, tape, or other storage medium or transfer protocol used for each shipment of digitized Records.

7. Handling and Transfer

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.

All Records provided to the Contractor must be treated with due care to ensure that they are not rearranged, damaged, lost, destroyed, or stolen.

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The Court will notify the Contractor when the Records are ready for transfer. The Contractor shall arrange for the transfer of the documents to its facility at its expense.

All work must be performed at the Contractor's facilities.

The Contractor's records storage facility must have a working security system that includes protection from burglary, fire, and other events that may cause harm to the documents.

The Contractor's records storage facility must have protection from water damage due to outside elements.

Secondary dissemination of Records by Awarded Contractor, its employees, agents or any other party acting on behalf of Awarded Contractor is strictly prohibited without the express prior written consent of the Court. "Secondary dissemination" shall mean the sale, transfer, distribution, transmission, disclosure or other revelation of, or grant or allowance of access to Records, directly or indirectly, to any third party not expressly granted access under the Contract.

The Contractor will submit a copy of all index data to the Court. The Contractor may submit these files on discs, portable hard drives, or via file transfer protocol, as approved or required by the Court. There shall be no additional charge for this service, which cost (if any) must be built into the cost for conversion.

The Contractor must maintain a tracking system for instant tracking of the Court's shipments. The Contractor must explain the cataloging or tracking process used to ensure the same documents and the same numbers of documents are returned as were shipped out.

The Contractor must make all efforts to apply the best industry practices to eliminate the risk of documents' being lost during transfer.

Any removable media used to transfer images between the Contractor and the Court must be properly labeled. At a minimum, the following information must be included on a label on each piece of storage media used to transfer images and index data:

Name of the Court

Records Series Title

Range of Records (by date, case number, or other category, as appropriate)

Package or Physical Medium Number

CONFIDENTIAL (in cases where the records are confidential)

Confidential records must be stored on removable media separate from discs holding non-confidential records. All confidential records must be identified as "CONFIDENTIAL."

The Contractor shall transfer scanned files to the Court at a time and on a schedule set by or agreed to by the Court.

Transfer of digital images via secured electronic delivery will be accepted so long as the Court

agrees to the means of such delivery.

8. Contractor Equipment Maintenance and Inspection and Access to Records

Scanner and Camera Maintenance

The Contractor must maintain and inspect its digital imaging equipment to ensure all of it is in good working order. The Contractor must follow the relevant manufacturer's guidelines for equipment maintenance.

The Contractor must keep up-to-date equipment maintenance logs. These logs must note any problems identified with each piece of equipment and the steps taken to eliminate each problem. The Contractor will provide the Court, upon the Court's request, a copy of the equipment maintenance logs demonstrating that the Contractor is regularly inspecting all scanners and cameras used for digital imaging at least monthly to ensure they are clean and in good working order.

Reference Targets

To assess the functioning of digital imaging scanners and cameras, the Contractor must employ targets that include photographic reference standards (for assessing, at minimum, grayscale tone and color accuracy and lighting evenness).

Lighting

The Contractor must ensure the evenness of lighting for any scanner or camera used for digital imaging.

Squaring Cameras to the Object

The Contractor must ensure that any planetary digital camera used in imaging is kept square to the object being captured, and the Contractor must be able to demonstrate and explain the validity of its method for achieving squareness if asked to by the Court.

Calibration of Monitors

Any monitor used by the Contractor to view the results of digital images must be equipped with a colorimeter or similar device and its associated software and use these at least monthly to calibrate the monitor. Contractors must also visually assess the functioning of monitors periodically to ensure they are in good working order.

Imaging Process

All digital imaging procedures must be performed by the Contractor in accordance with generally accepted standards of conversion practices. Alterations, changes, or the insertion of any new material in any document is strictly forbidden.

Contractor will permit no third party to have access to the Records by individuals unless expressly

authorized in writing by the Court.

Access During Conversion Processing

The Contractor must perform the project in a manner that will maximize the Court's access to its records at all times as determined by UCS at its discretion.

In the event the Court requires access to any documents in the possession of the Contractor as a part of this project prior to the completion of the conversion, the Contractor shall email a digital copy of the requested document if the document is not legally restricted. For legally restricted records, the Contractor shall fax a copy to the Court if so directed and at no additional cost.

9. Final Project Steps

Post-Processing

The Contractor must place all documents and folders back into the original boxes immediately after imaging and return these to a storage area that complies with the storage requirements of these specifications. The Contractor must deliver written notice to the Court immediately upon discovery that any Records were damaged and/or lost or that any there was any breach of the non-dissemination requirements provided in Handling and Transfer, above.

Records Destruction

Upon the request of the Court and receipt from the Court of a signed copy of an Office of Records Management Records Disposition Request ("Destruction Request") relevant to the records to be destroyed, the Contractor shall destroy the Records. The Contractor shall supply the Court with a record indicating the date and method of destruction and an accounting of the records destroyed within thirty (30) days of a request by the Court. Upon the Contractor's receipt of a signed Destruction Request, the Contractor must destroy the documents in a manner that ensures the security and confidentiality of the information contained therein. The only two acceptable methods are witnessed destruction by shredding or by pulping.

No Records shall be destroyed prior to receipt of written authorization from UCS.

Document Storage

No Records shall be stored by any party other than the Contractor for the entire period, from receipt of the documents until final disposition.

VI. Exhibit A/Pricing Sheet

Service by Type	Price	Per	Estimated Quantity	Overall Cost
Transportation (of Records to and from vendor's facility)	\$	Box	285	
Digital Imaging (including document preparation and all other requirements set forth in the Scope of Work)	\$	Page	1,420,725	
Document Destruction	\$	Box	285	
Total Cost				\$

Company Name: _____

Authorized Officer's Name and Title: _____

Signature and Date: _____

VII. The RFB/RFP PROCESS: GENERAL SPECIFICATIONS

Note to Bidders

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

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

2. Attachment III - Vendor Responsibility Questionnaire

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

York State, business integrity, financial and organizational resources, and performance history (including references).

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

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us/Enrollment/login>. Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed 'New York State Vendor File Registration' for instructions on obtaining a Vendor

Identification Number.) For VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFB/RFP. Bidders' authorized signature of the RFB/RFP form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

Paper Questionnaire: Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website

www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

3. New York State Vendor File Registration

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

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

If the bidder is not currently registered in the Vendor File, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the awarded contractor. Once the process is initiated, awarded contractor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: http://www.osc.state.ny.us/vendor_management/.

Online RFB/RFP Package: Disclaimer

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

Bid Response/Proposal: Original and Copies

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

Binding Nature of Bid/Proposal on Bidders

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

Estimated Quantities

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

Compliance with Laws

Awarded contractor(s) must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to, fire, health and safety codes, prior to and during the provision of all services under the contract resulting from this RFB/RFP.

Independent Contractor Status

It is expressly understood and agreed that the awarded contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the awarded contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the awarded contractor or any of its employees or subcontractors.

Subcontracting

Subcontracting and any other transfer of any duties or obligations to be performed hereunder is prohibited, except that subcontracting will be permitted, but only with the prior written consent of UCS to the proposed subcontractors, for: (i) pick-up and delivery services by duly licensed and insured common carriers or nationally recognized courier services; (ii) document destruction by a qualified document destruction service; and (iii) disaster recovery record restoration services by a

vendor with a proven track record in the field of record restoration. In the event that bidder proposes to use one or more subcontractors for the services listed in subsections (i) or (ii), above, the specific subcontractors must be listed in bidder's proposal. If the pick-up and delivery subcontractors are common carriers, proof of the subcontractor's license and insurance coverage must be submitted with the proposal. If a bidder that proposes to use one or more subcontractors for such services is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the bidder's proposal.

The awarded contractor will be the prime contractor and will be responsible for all services required by this RFB/RFP. The UCS will communicate only with awarded contractor and the awarded contractor shall remain wholly liable for the performance by and payment to any such subcontractors, their employees, agents, consultants or representatives.

Rejected and Unacceptable Bids/Proposals

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

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

Responsible Bidder

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

Clarification/Correction of Bids/Proposals

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

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

References

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

Indemnity

Awarded contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney's fees and the cost of legal defense) which UCS may

incur by reason of: (i) awarded contractor's breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of awarded contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) awarded contractor's performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

Unified Court System Self-Insurance

UCS, a New York State governmental entity, is self-retained for risk of loss and liability.

Insurance Requirements

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

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

Workers' Compensation Board
Bureau of Compliance
(518) 462-8882
(866) 298-7830

Only the following forms will be accepted:

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Proof of Workers' Compensation Coverage

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

Proof of Disability Benefits Coverage

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

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

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

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

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

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

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

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

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Auto Liability, Combined single limits	\$1 million
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Commercial General Liability insurance coverage shall be obtained from commercial insurance carriers licensed to do business in the State of New York.

Confidentiality and Data Security

Bidder acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the bidder by the court, or which may be otherwise encountered by bidder shall be considered extremely confidential and shall be handled accordingly at all times. Neither the bidder nor any of its employees, servants, contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of UCS. Any breach of this confidentiality by the bidder or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by UCS and may subject the bidder to further penalties.

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.

Any and all material and documents, records and any other data or information developed by contractor, or any person or entity acting on behalf of contractor, remains the sole property of the UCS.

Contractor is prohibited from maintaining files and records provided to or generated by Contractor in a mobile or portable device. In addition, Contractor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

Bidder Confidential/Proprietary Information

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

Financial Stability

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

Termination

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the awarded contractor both being declared non-responsible

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by the UCS/UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and in the contractor's removal from the UCS/UCS/OCA's bidders list for future solicitations.

Implied Requirements

Products and services that are not specifically requested in this solicitation, but which are necessary to provide the functional capabilities proposed by the bidder, shall be included in the offer except as specified herein.

Silence of the Specifications

The apparent silence of the specifications contained as part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.