



**OFFICE OF THE CLERK
UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY**

**JAMES J. VILT, JR.
CLERK OF COURT**

**GREGORY N. STIVERS
CHIEF JUDGE**

**REQUEST FOR QUOTATIONS
DIGITAL CONVERSION OF PAPER RECORDS**

RFQ Date: Tuesday, July 19, 2022

RFQ Number: KYWDCLERK22-0001

Quotes Due By: Friday, August 19, 2022 by 5:00 p.m. EDT

Submit Quotes to: Megan Diffenderfer via email at Megan_Diffenderfer@kywd.uscourts.gov

This solicitation is a Request for Quotations (RFQ) to enter into a Firm-Fixed Price Purchase Order for digital conversion of paper records services for the U.S. District Court for the Western District of Kentucky.

Using the Cost Proposal Sheet provided herein as Attachment 2, please email your quote to Megan Diffenderfer, the Contracting Officer Representative (COR), no later than the date and time specified above.

In addition to the Cost Proposal Sheet, please submit the information requested in Provision 3-5: Taxpayer Identification and Other Offeror Information, and Provision 3-315: Submission of Electronic Funds Transfer Information with Offer, both of which can be found in the terms and conditions attached to this RFQ.

The Court intends to make an award based on the **lowest priced, technically acceptable** quote. All items should be quoted as a **fixed price**. Payment terms will be considered **Net 30** unless more favorable terms are offered. Technical requirements for this RFQ are outlined in detail in the attached Scope of Work.

The period of performance will be nine (9) months from the date of award. The chosen contractor must pick up the records from the Court and deliver them back to the Court upon project completion.

Questions concerning this RFQ must be submitted in writing to Megan Diffenderfer at the above listed email address no later than **Wednesday, August 3, 2022**. Answers to all questions will be provided to all interested contractors no later than **Wednesday, August 10, 2022**.

Sincerely,

A handwritten signature in blue ink that reads "Megan Diffenderfer". The signature is fluid and cursive, with a long horizontal stroke at the end.

Megan Diffenderfer

Contracting Officer Representative (COR)

Email: Megan_Diffenderfer@kywd.uscourts.gov

Phone: 502-625-3543

Address: Clerk's Office
601 W. Broadway
Suite 106
Louisville, KY 40202

**REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)**

1. REQUEST NO. KYWDCLERK22-0001	2. DATE ISSUED 07/18/2022	3. REQUISITION/PURCHASE REQUEST NO. KYWDCLERK22-0117	NOT USED
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5a. ISSUED BY Megan Diffenderfer, 502-625-3543 U.S. District Court 601 W Broadway Rm 106 Louisville, KY 40202	6. DELIVER BY (date) See Line Items
7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER <small>(See Schedule)</small>	

5b. FOR INFORMATION CALL (NO COLLECT CALLS)		9. DESTINATION
NAME Megan Diffenderfer	TELEPHONE NUMBER	U.S. District Court 601 W Broadway Rm 106 Louisville, KY 40202
AREA CODE 502	NUMBER 625-3543 Ext.:	

8. TO:

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 08/19/2022 17:00:00	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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11. SCHEDULE (Include applicable Federal, State and local taxes)

CLIN NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	This solicitation is a Request for Quotations (RFQ) for digital conversion of paper records for the U.S. District Court, Western District of Kentucky as fully described in the attached Scope of Work. Quotes are due by Friday, August 19, 2022 at 5:00pm EDT	1	Not-To-Exceed		

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [] are [X] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER	
b. STREET ADDRESS				
c. COUNTY			a. NAME (Type or print)	b. TELEPHONE
d. CITY			AREA CODE	
e. STATE		f. ZIP CODE	c. TITLE (Type or print)	
			NUMBER	

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	This solicitation is a Request for Quotations (RFQ) for digital conversion of paper records for the U.S. District Court, Western District of Kentucky as fully described in the attached Scope of Work. Quotes are due by Friday, August 19, 2022 at 5:00pm EDT	1	Not-To-Exceed		

C-1 Statement of Work for Digital Conversion of Paper Records

SEE ATTACHMENT 1: Scope of Work for Digital Conversion of Paper Records, which is incorporated herein by reference.

C-2 Cost Proposal Sheet

SEE ATTACHMENT 2: Cost Proposal Sheet, which is incorporated herein by reference.

C-3 Contractor Rules of Behavior

SEE ATTACHMENT 3: Contractor Rules of Behavior, which is incorporated herein by reference.

CT-4 Judiciary Open Market Clauses (Services) NOV 2014

This award incorporates the following Judiciary clauses:

1. Clause B-5, Clauses Incorporated by Reference (SEP 2010) (DEVIATION)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>. The following clauses apply as indicated:

No.	Title	Date
[X] Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	JUN 2014
[] Clause 3-175	Fair Labor Standards Act and Service Contract Act – Price Adjustment Multiple Year and Option Contracts	JUN 2012
[X] Clause 3-300	Registration in the System for Award Management (SAM)	APR 2013
[X] Clause 3-305	Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration	APR 2013
[X] Clause 3-310	Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration (applies only if Clauses 3-300 and 3-305 do not apply)	APR 2013
[] Clause 6-20	Insurance – Work on or Within a Judiciary Facility	APR 2011

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the default, or the Termination for Convenience, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the contractor shall resume work. The contracting officer will make an equitable adjustment in the delivery schedule or contract price, or both, and the contract will be modified, in writing, accordingly, if:
- (1) the stop-work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) the contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the contracting officer decides the facts justify the action, the contracting officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the judiciary, the contracting officer will allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the contracting officer will allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(END)

7-10 Contractor Representative JAN 2003

(a) The contractor's representative to be contacted for all contract administration matters is as follows

(contractor complete the information):

Name: Megan Diffenderfer

Address: Clerk's Office, 601 W. Broadway, Suite 106, Louisville, KY 40202

Telephone: 502-625-3543

Email: megan_diffenderfer@kywd.uscourts.gov

Fax: n/a

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(END)

7-215 Notification of Ownership Changes JAN 2003

(a) The contractor shall make the following notifications in writing:

(1) when the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the contracting officer within 30 days;

(2) the contractor shall also notify the contracting officer within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The contractor shall:

(1) maintain current, accurate, and complete inventory records of assets and their costs;

(2) provide the contracting officer or designated representative ready access to the records upon request;

(3) ensure that all-individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and

(4) retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.

(c) The contractor shall include the substance of this clause in all subcontracts under this contract.

(END)

Representations, Certifications and Other Statements of Offerors or Respondents

(a) *Definitions*

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN):*

TIN has been applied for.

TIN is not required, because: _____

Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

international organization per-26 CFR 1.6049-4;

other _____.

(f) *Contractor Representations*

The offeror represents as part of its offer that it is , is not , 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

Women Owned Business

Minority Owned Business (if selected, then one sub-type is required)

Black American Owned

Hispanic American Owned

Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

Individual/concern, other than one of the preceding.

(END)

Instructions to Offerors or Respondents

B-1 Solicitation Provisions Incorporated by Reference

OCT 2010

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:
<http://www.uscourts.gov/procurement.aspx>.

(END)

3-315 Submission of Electronic Funds Transfer Information with Offer

APR 2013

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (i) of Clause 3-310, Payment by Electronic Funds Transfer-Other Than System for Award Management (SAM) Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).

(END)

P-1 Submission and Evaluation of Quotes

This is a request for Open Market Pricing.

Quotes must be emailed to Megan Diffenderfer at Megan_Diffenderfer@kywd.uscourts.gov by Friday, August 19, 2022 at 5:00pm.

Submit a technical proposal describing your approach and project management in accordance with the provided Statement of Work and Cost Proposal Sheet.

A firm fixed price award will be made based on a "lowest priced, technically acceptable" standard.

Questions concerning this RFQ must be submitted in writing to Megan Diffenderfer at Megan_Diffenderfer@kywd.uscourts.gov no later than Wednesday, August 3, 2022. Answers to all questions will be provided to all interested contractors no later than Wednesday, August 10, 2022.

Evaluation of Quotes**2-85A Evaluation Inclusive of Options**

JAN 2003

- (a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).
- (b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

(END)

ATTACHMENT 1

Scope of Work (SOW) for Digital Conversion of Paper Records

RFQ KYWDCLERK22-0001

This firm-fixed price solicitation originating from the U.S. District Courts of Kentucky Western (hereby referred to as KY-WD, Louisville), requires a contractor to perform the following service activities for the digital conversion of paper records. The services that the Contractor is expected to provide include, but are not limited to:

1. **RECORDS ACCOUNTABILITY:** Pick up, receive, and account for the paper records provided by KY-WD described in the court-base records inventory. The court will box the records in new Federal Records Center Archive Boxes prior to pick up by contractor.
2. **PAPER DOCUMENT PREPARATION AND DESCRIPTION:** Inspect and prepare the records (such as: removing staples, page separation, etc.) for digital conversion. The paper records include the following collections:
 - a. Docket Book Binders: Consist of estimated 556 inches of records maintained inside loading binders with a date range from 1946 to 1999. There are approximately 167 pages per inch with 80% being double sided. This collection consists of criminal, civil and miscellaneous dockets. The paper weight ranges from 30 to 40 lbs. Paper size is 9 1/2" by 11"
 - b. Attorney Admission Index Cards: Consist of an estimated 47 inches of 3" by 5" index cards. There are approximately 101 cards per inch that are single sided.
 - c. Attorney Admission Books: Consist of estimated 2 inches of records maintained inside binders with a date range from 1943 to 1989. There are approximately 290 pages per inch with 90% being double sided. This collection consists of criminal dockets. The paper weight ranges from 30 to 40 lbs. Paper size is 8 1/2" by 11"
 - d. Naturalization (Two Prong Folders): Consist of estimated 71 inches of records with a date range from 1943 to 1989. There are approximately 224 pages per inch. The paper weight ranges from 30 to 40 lbs. Paper size is 8 1/2" by 11"
 - e. Naturalization Books: Consist of estimated 46 inches of records maintained inside binders with a date range of 1943-1989. There are approximately 224 pages per inch with 90% being double sided. The paper weight ranges from 30 to 40 lbs. Paper is 8 1/2" by 11."
 - f. Naturalization Book (Soldiers During World War I): Consists of estimated 2 inches of records maintained in binders with a date range of 1857 to 1968. There are approximately 188 pages per inch with 65% being double sided. The paper weight ranges from 30 to 40 lbs. Paper is 8 1/2" by 11."
 - g. Naturalization Index Cards: Consist of an estimated 123 inches of 3" by 5" index cards. There are approximately 101 cards per inch that are single sided.

- h. Case Indices Index Cards: Consist of an estimated 690 inches of 3” by 5” index cards. There are approximately 101 cards per inch with entire collection double sided.
3. **DIGITAL CONVERSION REQUIREMENTS:** Contractor shall comply with the following requirements:
- a. Scan the paper collection at no less than 300 dots per inch (DPI) resolution.
 - b. Apply 100 percent quality control processing measures to ensure all paper records are scanned and are readable to the human eye, to the extent that the original record’s condition allows for readability.
 - c. Compare each image with its corresponding paper page/card to ensure each card/page is accounted for (100 percent completeness).
 - d. Remove blank pages from the created electronic PDF files.
 - e. Apply a PDF file format to the scanned output and include optical character recognition (OCR) text embedded in the PDF file.
 - f. Apply correct paper orientation and de-skew pages, as necessary.
 - g. After scanning, preserve paper records in the respective folders and in the original order. Re-stapling is not required.
 - h. The scanning process must maintain the paper order within each binder or folder, original paper records will follow the existing order of paper record. Hence, the PDF file content shall follow the original paper.
 - i. Most paper is 8.5” by 11” with some 8.5” by 14” as an exception. Index card records are assumed 4” by 6” in size.
 - j. Scanning will be done in black and white, unless color or grayscale is required for content representation of charts, signatures, seal, or other object not adequately represented using the black/white scanning default.
 - k. Vendor will pick up the records from the court and deliver back to court upon project completion.
4. **ELECTRONIC FILE NAMING/INDEXING:** The file naming convention for each binder or folder will use the existing label for each item. The naming conventions for the series of records are as follows:
- a. Docket Books. A PDF file shall be created for each scanned docket book. The file name will follow the title/label for each docket book to include the case type and year within the book (e.g., Criminal Cases 1990 – 1992).
 - b. Attorney Index Cards. These cards are organized alphabetically by the last name/first name method. A single PDF will be created for each letter of the alphabet and digital cards will be organized accordingly.
 - c. Attorney Admission Books. A PDF file shall be created for each scanned book. The file name will follow the title/label for each book.

- d. Naturalization (Two Prong Folders). A PDF file shall be created for each scanned folder. The file name will follow title/label for each folder.
 - e. Naturalization Books: A PDF file shall be created for each scanned book. These records are organized by year. The file name will follow title/label for each book.
 - f. Naturalization Books (Soldiers During World War 1): A PDF file shall be created for each scanned book. These records are organized alphabetically. The file name will follow title/label for each book.
 - g. Naturalization Index Cards: These cards are organized alphabetically by the last name/first name method. A single PDF will be created for each letter of the alphabet and digital cards will be organized accordingly.
 - h. Case Indices Index Cards: These cards are organized alphabetically by the last name/first name method. A single PDF will be created for each letter of the alphabet and digital cards will be organized accordingly.
5. **QUALITY CONTROL (QC) & QUALITY ASSURANCE (QA):** The Contractor shall establish a QC and QA methodology for all services performed under procurement. The Contractor shall verify its work to confirm it is performed correctly and free from errors. At its discretion, KY-WD may perform periodic reviews and samples of the quality of the Contractor's scanning work, comparing the created PDF files with the corresponding paper record. If KY-WD review identifies error(s) in a production batch, the Contractor shall review, rescan, and recertify the entire stack from which the error(s) originated. For the purpose of this SOW, a stack is defined as the folders included in the box of records where the error is found.
- The Contractor shall not charge KY-WD for any corrective work performed under this contract
6. **KY-WD QUALITY REVIEW:** At its discretion, KY-WD staff may perform a random sample review of the scanned PDF files as a second review of electronic content. Upon request, Contractor shall return a specific box or boxes for review. If necessary, Contractor shall replace damaged, torn or weak boxes prior to shipment. Re-boxing to be done by using new Federal Record Center Archive boxes (14 ¾" x 12" x 9 ½" size, GSA stock number NSN 8115-00-1178249).
7. **PERFORMANCE DEDUCTION:** KY-WD's review involves a comparison of electronic content in relation to the original paper. The Contractor shall facilitate expedited access of selected sample cases as requested by KY-WD staff. A one percent performance deduction of the total contract amount will be applied to the final invoice for each box or index card letter where the electronic PDF content is found to be inaccurate (KY-WD staff observation of missing or incomplete electronic documents).
8. **POST-PRODUCTION:** Contractor agrees to store the records for up to 31 calendar days after it has submitted the final delivery of the electronic PDF records to KY-WD. Contractor shall provide an optional cost element for the destruction of the records.

9. **FINAL DELIVERABLE:** Contractor shall provide its final deliverable of scanned PDF files using a portable encrypted USB drive.

10. **SECURITY:** The Contractor agrees to and shall abide by the following stipulations:

- a. Personnel. The Contractor shall: (i) ensure that individuals occupying positions of responsibility (including third-party service providers) are trustworthy and meet established security criteria for those positions; (ii) ensure that information and information systems are protected during and after personnel actions such as terminations and transfers; and (iii) employ formal sanctions for personnel failing to comply with security policies and procedures.
- b. Access Accountability and Control. For the purposes of the entire **Section 10, KY-WD** records are hereby also referred to as Government data. The Contractor shall require all employees who will have access to Government data, the architecture that supports government data, or any physical or logical devices/code to pass the appropriate background investigation required by the Government in compliance with HSPD -12. At a minimum, all Contractor employees with access to the Government data, the architecture that supports Government data, or any physical or logical devices/code shall pass a KY-WD specified check and be cleared as defined in Chapter 5 of the AO Manual §540 Requirements for Contractor Personnel. The Contractor shall limit information access to authorized users, secured authorized devices, and procedures permitted to be exercised as part of the digital conversion outlined by this SOW.
 - Subcontractor(s). For each subcontractor whose work requires access to KY-WD data, the Contractor must certify that it has incorporated this requirement in the subcontract. Any breach by a subcontractor of any of the provisions set forth in this requirement will be attributed to the Contractor. Contractor agrees to assume responsibility for the performance and actions of its subcontractor(s).
- c. Asset Accountability. The Contractor shall secure and maintain any computer system, including mobile devices, which it uses in the performance of this contract. This includes ensuring that security and other software is kept up-to-date and patched; anti-virus software is installed and current; security events are detected and addressed via a formal incident response program; physical security of assets is maintained; KY-WD data is isolated from other customer or Contractor data in such a manner that data leakage cannot occur between data sets and destruction of KY-WD data is not impeded; transmissions of sensitive information taking place over insecure networks (such as the internet) are secured; and business continuity is assured in the event of a system failure.
- d. Awareness and Training. The Contractor shall: (i) ensure that managers and users of information systems are made aware of the security risks associated with their activities and of the applicable laws, directives, policies, standards, instructions, regulations, or procedures related to the security of information systems; and (ii) ensure that personnel are adequately trained to carry out their assigned information security related duties and responsibilities.

- e. Contingency Planning. The Contractor shall establish, maintain, and effectively implement plans for emergency response, backup operations, recovery, and reconstitution of information systems to ensure the availability of critical information resources and continuity of operations in emergency situations.
- f. Media Protection. The Contractor shall: (i) protect information system media, both paper, film-based (if applicable) and digital; (ii) limit access to information-on-information system media to authorized users.
- g. Physical and Environmental Protection. The Contractor shall: (i) limit physical access to information systems, equipment, and the respective operating environments to authorized individuals; (ii) protect the physical plant and support infrastructure for information systems; (iii) provide supporting utilities for information systems.
(iv) protect information systems against environmental hazards; and (v) provide appropriate environmental controls in facilities containing information systems.
- h. Data Security. The Contractor shall take all reasonable precautions and steps to prevent and remedy data breaches and provide KY-WD with all necessary information and cooperation in this area. If the Contractor's actions result in a data breach, the KY-WD may charge the Contractor \$5,000 for each data breach, not to exceed \$50,000. Contractor shall take all reasonable and necessary steps, and precautions to enable KY-WD to satisfy its data breach reporting duties under applicable law, regulation, and/or policy if a breach occurs including monitoring, incident reporting, and other physical and electronic access security controls and safeguards.
- i. Erase of Storage Media. The court data contained in any storage media (portable and internal) used by the Contractor to process KY-WD paper records must be irrecoverably erased, and a certificate of data destruction must be issued by the Contractor to KY-WD as a deliverable, after the project is completed.
- j. Security Breach Procedures. The Contractor shall ensure that rules of behavior (Attachment 3 – “**Contractor Rules of Behavior.pdf**”), approved by the COR, are signed by all Contractor employees assigned to work on this KY-WD contract, and address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information. The Contractor shall ensure that Contractor-owned removable media such as removable hard drives, flash drives, CDs, and laptops, containing KY-WD data, are encrypted using a NIST FIPS 140-2 (or its successor) approved product. The Contractor shall report to the COR, within 24 hours of discovery, any suspected or confirmed security incidents relative to the systems and data used in fulfillment of this contract and to cooperate in the investigation and resolution thereof. If a data breach occurs or is discovered outside of regular business hours and the COR cannot be reached, the Contractor shall contact the program office point of contact, or other point(s) of contact identified in **Section 10**, for this project. As a last resort, the Judiciary Automated Systems Incident Response Capability (JASIRC) can be reached via phone on (202) 502-4370 or via an email message to either SOC@ao.uscourts.gov or JASIRC@ao.uscourts.gov. Contractor shall provide Judiciary with the name and contact information of the Contractor employee who shall serve as Judiciary's

- primary security contact and shall be available to assist Judiciary twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; (ii) notify Judiciary of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of it; and (iii) notify Judiciary of any Security Breaches by reaching out to the points of contact listed in Section 9 of this document. Immediately following Contractor's notification of a Security Breach to the Judiciary, the parties shall coordinate with each other to investigate the Security Breach. Contractor agrees to fully cooperate with Judiciary in handling the matter, including, without limitation: (i) assisting with any investigation; (ii) providing Judiciary with physical access to the facilities and operations affected; (iii) facilitating interviews with Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Judiciary.
- k. External Disclosure. Contractor agrees that it shall not inform any third party of any security breach without first obtaining prior written KY-WD consent, other than to inform a complainant that the matter has been forwarded to KY-WD. Further, Contractor agrees that KY-WD shall have the sole right to determine: (i) whether notice of the security breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in KY-WD's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- l. Review and Approval of Contractor Facility. KY-WD may conduct a physical review of the Contractor's personnel, information technology resources, space, systems, software, security, and processes of work authorized by KY-WD. Contractor's site must be in compliance with all requirements listed in this SOW.

11. **CONTRACTOR RULES OF BEHAVIOR:** Contractor management, employees, and subcontractors must abide by the following Rules of Behavior (ROB) applicable to the processing of KY-WD information and records under this contract. (i) Access granted only to those parts of the project in terms of information, hardware, and software, assuming only those roles and privileges for which authorization has been granted. (ii) User accounts are provided solely for the use of the individuals for whom they are created. Passwords or any other authentication mechanism must never be shared or stored any place easily accessible. (iii) Users must always safeguard the information to which they have access at all times from unauthorized or inadvertent modification, disclosure, destruction, denial of service, and use. Properly mark and protect all data inputs and outputs according to their sensitivity and value. (iv) Ensure that electronic media and output are properly marked, controlled, stored, transported, and processed in accordance with this SOW, including steps to prevent public disclosure, or disclosure to users who do not have a "business need-to-know" to perform the functions related to this SOW. (v) Do not store sensitive data on an unencrypted removable and portable media including laptop hard drives, flash drives and other forms of removable and portable media. (vi) Protect KY-WD data from being viewed by unauthorized personnel by always locking the terminal or workstation when not in use. (vii) Any fraudulent

activities, including inappropriately using someone else's computer account pertaining to this project or selling any of the data or information for personal gain or concern are prohibited. (viii) Immediately report all security incidents, including compromised or suspected compromise of KY-WD data to Contractor's management personnel, COR, and Records@ao.uscourts.gov. Include your name, telephone, email address, the date and time of the incident, examples, and any other information that may be useful to the investigation and verification of the incident. (ix) All Contractor personnel assigned to this contract must follow the ROB outlined here. Failure to adhere to ROB may result in the Contractor's disciplinary action or referral for civil or criminal prosecution as appropriate. (x) Contractor personnel assigned to this contract must agree to these stipulations with signature and date, prior to receiving access to KY-WD records.

12. **POINTS OF CONTACT FOR TECHNICAL GUIDANCE:** The Contractor shall coordinate its activities with the Contracting Officer Representative (COR) listed below.

- Megan Diffenderfer, KY-WD Contracting Officer Representative (COR)
- Drew D'Agostino, KY-WD Technical Advisor
- Omar Herran, Kelly McCall, Records Management Technical Advisors

Additional contacts may be identified, as necessary.

13. **PERIOD OF PERFORMANCE:** The period performance is 9 months from the date of award.

ATTACHMENT 2

COST PROPOSAL SHEET

RFQ KYWDCLERK22-0001

Contractor shall submit a firm-fixed-price proposal based on the requirements contained in the Scope of Work (SOW) and the following information, including the proposed timeframe to complete this project. The proposal shall provide a list of assumptions and questions to resolve issues that Contractor believes may impede the project from being completed as required.

Place of Performance: Contractor will pick up the records from the Court, take them to Contractor’s facilities, and use Contractor’s equipment to convert the paper records described below. Contractor will then deliver paper records back to the Court upon project completion.

Completion time interval (**Section 13 of SOW**) _____

Cost Per Scan Page* _____

Cost Per Scan Card* _____

CLIN 0001: Pick up/Inventory (**Section 1 of SOW**) _____

CLIN 0002: Conversion Cost Per Page (**Section 2a of SOW**) _____
Total Pages* Converted not to exceed 176,500 electronic pages

CLIN 0003: Conversion: Cost Per Index Card* (**Section 2b of SOW**) _____
Total Pages* Converted not to exceed 4,800 electronic pages

CLIN 0004: Conversion Cost Per Page (**Section 2c of SOW**) _____
Total Pages* Converted not to exceed 1,200 electronic pages

CLIN 0005: Conversion Cost Per Page (**Section 2d of SOW**) _____
Total Pages* Converted not to exceed 16,000 electronic pages

CLIN 0006: Conversion Cost Per Page (**Section 2e of SOW**) _____
Total Pages* Converted not to exceed 19,000 electronic pages

CLIN 0007: Conversion Cost Per Page (**Section 2f of SOW**) _____
Total Pages* Converted not to exceed 500 electronic pages

CLIN 0008: Conversion: Cost Per Index Card* (**Section 2g of SOW**) _____
Total Pages* Converted not to exceed 13,000 electronic pages

CLIN 0009: Conversion: Cost Per Index Card* (**Section 2h of SOW**) _____
Total Pages* Converted not to exceed 140,000 electronic pages

CLIN 0010: Encrypted USB drive (**Section 9 of SOW**) _____

CLIN 0011: Optional: Destruction Cost Per Box (**Section 8 of SOW**) _____

* Contractor agrees that blank PDF **images** from pages and cards are excluded from this count and are to be removed from the scanned PDF files prior to final delivery. Contractor agrees to bill on a per page cost, only for total number of pages converted, excluding blank pages. Pages or cards with content on both sides will be billed as a cost per side (per image with content).

ATTACHMENT 3

CONTRACTOR RULES OF BEHAVIOR

RFQ KYWDCLERK22-0001

Contractor management, employees, and subcontractors must abide by the following Rules of Behavior (ROB) applicable to the processing of Judiciary information and records under this contract.

- (i) Access granted only to those parts of the project in terms of information, hardware, and software, assuming only those roles and privileges for which authorization has been granted.
- (ii) User accounts are provided solely for the use of the individuals for whom they are created. Passwords or any other authentication mechanism must never be shared or stored any place easily accessible.
- (iii) Users must always safeguard the information to which they have access at all times from unauthorized or inadvertent modification, disclosure, destruction, denial of service, and use. Properly mark and protect all data inputs and outputs according to their sensitivity and value.
- (iv) Ensure that electronic media and output are properly marked, controlled, stored, transported, and processed in accordance with this SOW, including steps to prevent public disclosure, or disclosure to users who do not have a “business need-to-know” to perform the functions related to this SOW.
- (v) Do not store sensitive data on an unencrypted removable and portable media including laptop hard drives, flash drives and other forms of removable and portable media.
- (vi) Protect Judiciary data from being viewed by unauthorized personnel by always locking the terminal or workstation when not in use.
- (vii) Any fraudulent activities, including inappropriately using someone else’s computer account pertaining to this project or selling any of the data or information for personal gain or concern are prohibited.
- (viii) Immediately report all security incidents, including compromised or suspected compromise of Judiciary data to Contractor’s management personnel, COR, and Records@ao.uscourts.gov. Include your name, telephone, email address, the date and time of the incident, examples, and any other information that may be useful to the investigation and verification of the incident.
- (ix) All Contractor personnel assigned to this contract must follow the ROB outlined here. Failure to adhere to ROB may result in the Contractor’s disciplinary action or referral for civil or criminal prosecution as appropriate.

The undersigned Contractor personnel agrees to the above-listed stipulations.

Signature

Printed Name

Date