

2. CONTRACT NUMBER	3. SOLICITATION NUMBER NMD21-200ABQ	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 8/26/2021	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY US District Court -District of New Mexico 333 Lomas Blvd NW Suite 270, Albuquerque, NM 87102		CODE	8. ADDRESS OFFER TO (If other than item 7)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in See address in Block #7 until 4:00pm local time 9/10/2021
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) US District Court -District of New Mexico 333 Lomas Blvd NW Suite 270, Albuquerque, NM 87102		25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) Eduardo Contreras, Jr.		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

RFP for digital conversion of judicial records.

Section B of Solicitation

QUOTE SHEET

The quote sheet attached to this solicitation will be used to compare firm fixed pricing quotes. Offerors are required to provide their pricing proposals by using the attached form (Attachment 1) or format similar that will allow courts to identify products and services on a line item basis. The quote sheet shall be attached to and incorporated into the awarded contract document.

Quantity is the District Court's best estimate of the number of images that require conversion. Offeror agrees that blank PDF pages from cards, film, fiche, cards, or case files are excluded from this count and are to be removed from the scanned PDF files prior to final delivery. Offeror agrees to bill on a per page cost, only for the total number of pages converted, excluding blank pages. Offeror shall quote additional cost of conversion of record collections that exceed maximum quantity estimates made by the District Court. Offeror shall also revise table to reflect any applicable volume discounts and complete the information in the respective fields.

Offerors are urged to submit their best and final offer because no negotiations will take place after offers are received. Due to funding restrictions, the District Court reserves the right to issue a purchase order awarding this project in its entirety, a portion of the project, or none of the project, to the lowest cost, technically acceptable offer.

Section C – Specifications/Statement of Work

This firm-fixed price solicitation originating from the U.S. District Court for the District of New Mexico (hereby referred to as NM-D), requires a contractor to perform the following service activities for the digital conversion of film-based and paper records. The services that the Contractor is expected to provide include, but are not limited to:

1. **RECORDS ACCOUNTABILITY:** Receive and account for judicial records of varying media provided by NM-D, as described in the court-base records inventory.
2. **RECORD PREPARATION AND DESCRIPTION:** Inspect and prepare the records (such as: removing bindings, staples, page separation, etc.) for digital conversion.

Judicial records include the following collections:

- a. Docket Books: Consist of an estimated 90 linear feet of records maintained in removable binders with a date range from 1977 to 1992. This collection consists of civil and criminal dockets. The paper weight ranges from 30 to 40 lbs. Paper size is mostly 8.5" by 11" and some may be 8.5" by 14" (legal size).
- b. Microfilm-based Records: Consist of approximately 50 rolls of 25-100 feet record content.

- c. Microfiche-based Records: Consist of approximately 133 inches of jacketed 16 mm microfiche with each sheet holding approximately 60 frames. Approximately 40 sheets make up 1/4inch. A quarter of this volume is “dark microfiche”.
 - d. Index Cards: With measurement of 4” by 6” this collection of case index card is stored in 115 drawers measuring 15.5” each. The estimated volume for this collection is approximately 1,783 inches.
 - e. Case Files. This collection of paper records consists of civil and criminal case files stored in individual folders. The paper size is mostly 8.5” by 11” and some may be 8.5” by 14” (legal size), the paper weight is the standard 20 lbs. thickness.
3. **DIGITAL CONVERSION REQUIREMENTS:** Contractor shall comply with the following requirements:
- a. Digitize the judicial record 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. Remove blank pages from the created electronic PDF files.
 - d. Apply a PDF file format to the scanned output and include optical character recognition (OCR) text embedded in the PDF file.
 - e. Apply correct paper orientation and de-skew pages, as necessary.
 - f. After scanning, preserve paper records in the respective folders and in the original order. Re-stapling is not required.
 - g. 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.
 - h. 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.
 - i. 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.
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 division, case type, year, and case numbers range found within the book. The naming convention will follow each order:
 - Example – ABQ-Civil-1984-1420-1554
 - b. Microfilm-based Records. A PDF shall be created for each roll of film and its name will follow the label located on the outside of the box.
 - c. Microfiche-based Records. The file naming convention for this collection will be based on the title line at the top of each sheet of film.

- d. 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.
- e. Case Files. This collection will be named based on the label value of each folder to include case number and party name.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

Clause(s) Incorporated By Reference (see Clause B-5, Section I)

Clause	Title	Date
2-45	Packaging and Marking	AUG 2004

Section E - Inspection and Acceptance

QUALITY CONTROL (QC) & QUALITY ASSURANCE (QA): Prior to the commencement of work, the Contractor shall establish a QC and QA methodology approved by NM-D for all services performed under procurement to ensure the Contractor and the judiciary both have a common understanding of what constitutes an error and the contractor’s methodology meets judiciary requirements. The Contractor shall verify its work to confirm it is performed correctly and free from errors. At its discretion, NM-D 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 NM-D’s 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 NM-D for any corrective work performed under this contract

NM-D QUALITY REVIEW: At its discretion, NM-D staff may perform a random sample review of the scanned PDF files as a second review of electronic content. Upon request, Contractor shall return completed boxes for review. If necessary, Contractor shall replace weak boxes prior to shipment. Re-boxing to be done by using new Federal Record Center Archive boxes (14 3/4” x 12” x 9 1/2” size, GSA stock number NSN 8115-00-1178249).

CLAUSES INCORPORATED BY REFERENCE

Clause(s) Incorporated By Reference (see Clause B-5, Section I)

Clause	Title	Date
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2-5A	Inspection of Products	APR 2013
2-5B	Inspection of Services	APR 2013
2-10	Responsibility for Products	JAN 2010

Section F - Deliveries or Performance

PLACE OF PERFORMANCE: The contractor will conduct all work at the Contactor's facilities, no work shall be conducted at the judiciary site.

PERIOD OF PERFORMANCE: The period performance is 11 months from the date of award. Upon such date, the Contractor shall provide its final deliverable of digitized records in PDF format and return all original judicial records to NM-D.

PERFORMANCE DEDUCTION: NM-D's review involves a comparison of electronic content in relation to the original record. The Contractor shall facilitate expedited access of selected sample cases as requested by NM-D staff. A two percent performance deduction of the total contract amount will be applied to the final invoice for each docket book binder, or microfilm, microfiche, or index card letter where the electronic PDF content is found to be inaccurate (NM-D staff observation of missing or incomplete electronic documents).

POST-PRODUCTION: Contractor agrees to store the original judicial records for up to 31 calendar days after it has submitted the final delivery of the electronic PDF records to NM-D. The Contractor shall provide an optional cost element for the expedited and tracked shipment of boxes to NM-D.

FINAL DELIVERABLE: Contractor shall provide its final deliverable of digitized records in PDF format using a portable encrypted hard drive.

CLAUSES INCORPORATED BY REFERENCE

Clause(s) Incorporated By Reference (see Clause B-5, Section I)

Clause	Title	Date
2-25A	Delivery Terms and Contractor's Responsibility	JAN 2003
2-60	Stop Work Order	JAN 2010
7-200	Judiciary Delay of Work	JAN 2003

Section G - Contract Administration Data

Vendor selected for award must be willing to accept a judiciary Purchase Order. Payment under the contract will be made in arrears based on the volume of images processed.

CLAUSES INCORPORATED BY REFERENCE

Clause(s) Incorporated By Reference (see Clause B-5, Section I)

Clause	Title	Date
3-305	Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	APR 2013
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013
7-125	Invoices	APR 2011

CLAUSES INCLUDED IN FULL TEXT

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:

Address:

Telephone:

Email:

Fax:

(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)

Section H - Special Contract Requirements

1. **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**, NM-D records are hereby also referred to as Government data. The Contactor 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 NM-D 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 NM-D 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; NM-D data is isolated from other customer or Contractor data in such a manner that data leakage cannot occur between data sets and destruction of NM-D 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 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 NM-D with all necessary information and cooperation in this area. If the Contractor's actions result in a data breach, the NM-D 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 NM-D 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. Any storage media (portable and internal) used by the Contractor to process NM-D paper records must be irrecoverably erased and a certificate of data destruction must be issued by the Contractor to NM-D as a deliverable, after the project is completed.
- j. Security Breach Procedures. The Contractor shall ensure that rules of behavior (Attachment 2 – "**Sample Rules of Behavior.pdf**"), approved by the COR, are signed by all Contractor employees assigned to work on this NM-D 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 NM-D 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 NM-D's consent, other than to inform a complainant that the matter has been forwarded to NM-D. Further, Contractor agrees that NM-D 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 NM-D'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.
 1. Review and Approval of Contractor Facility. NM-D may conduct a physical review of the Contractor's personnel, information technology resources, space, systems, software, security, and processes of work authorized by NM-D. Contractor's site must be in compliance with all requirements listed in this SOW.
2. **CONTRACTOR RULES OF BEHAVIOR:** Contractor management, employees, and subcontractors must abide by the following Rules of Behavior (ROB) applicable to the processing of NM-D 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 NM-D 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 NM-D 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 NM-D records.

CLAUSES INCLUDED IN FULL TEXT

2-65 Key Personnel APR 2013

- (a) Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:
- (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
 - (2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
 - (3) Except as provided in paragraph (4) of this clause, at least 10 days in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.
 - (4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the

contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.

(5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.

(6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:

(a) name of person;

(a.1.i.1.a) functional responsibility;

(a.1.i.1.b) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);

(a.1.i.1.c) citizenship status;

(a.1.i.1.d) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and

(a.1.i.1.e) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).

(1) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.

(b) The following individuals are designated as key personnel under this contract: Project Manager [Officer to add name upon contract award]

(END)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

Clause(s) Incorporated By Reference (see Clause B-5, Section I)

Clause	Title	Date
B-20	Computer Generated Forms	JAN 2003
1-1	Employment by the Government	Jan 2003
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2010
1-15	Disclosure of Contractor Information to the Public	AUG 2004
2-20A	Incorporation of Warranty	JAN 2003
2-90A	Option for Increased Quantity	APR 2013
3-140	Notice to the Judiciary of Labor Disputes	JAN 2003
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the Government	JUN 2014
3-45	Anti-Kickback Procedures	JUN 2012
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JUN 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JUN 2012
3-105	Audit and Records	APR 2011
3-120	Order of Precedence	JAN 2003
3-155	Walsh-Healey Public Contracts Act	JUN 2012
3-160	Service Contract Labor Standards	MAR 2019
3-180	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment	MAR 2019
3-200	Service Contract Labor Standards – Place of Performance Unknown	MAR 2019
3-205	Protest after Award	JAN 2003
3-300	Registration in the System for Award Management (SAM)	APR 2013
6-40	Federal, State, and Local Taxes	JAN 2003
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-20	Security Requirements	APR 2013
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JUN 2014
7-35	Disclosure or Use of Information	APR 2013

Clause	Title	Date
7-40	Judiciary-Contractor Relationships	JAN 2003
7-85	Examination of Records	JAN 2003
7-100A	Limitation of Liability (Products)	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-175	Assignment of Claims	JAN 2003
7-185	Changes	APR 2013
7-210	Payment for Emergency Closures	APR 2013
7-215	Notification of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary (Fixed Price)	JAN 2003
7-230	Termination for Default - Fixed-Price Products and Services	JAN 2003
7-235	Disputes	JAN 2003

CLAUSES INCLUDED IN FULL TEXT

B-5 Clauses Incorporated by Reference SEP 2010

This procurement 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>.

(END)

Section J – List of Attachments

Attachment 1: Quote Sheet

Attachment 2: Contractor Rules of Behavior

Section K – Representations, Certifications and Other Statements of Offerors or Respondents

PROVISIONS INCLUDED IN FULL TEXT

Provision 3-5 Taxpayer Identification and Offeror Information APR 2011

(a) Definition.

"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) and (e) 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 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)

Provision 3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2011)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

- (A) are / are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
- (B) have / have not within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;
- (C) are / are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
- (D) have / have not within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).
- (ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
- (2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
- (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror

knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

(END)

3-30 Certification of Independent Price Determination (JAN 2003)

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:

(A) those prices;

(B) the intention to submit an offer; or

(C) the methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory –

(1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision;

(2) or

(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision
_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);

(ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(END)

3-220 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror [] does [] does not certify that –

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(END)

Section L – Instructions, Conditions and Notice to Offerors

All quotes must be received by **Friday, September 10, 2021, at 4:00 PM (MST)**. Quotations must be e-mailed to ProcurementSpecialists@nmd.uscourts.gov. Any quote that is deemed incomplete will be considered technically unacceptable. Pricing is to be submitted in the format of the attached **Quote Sheet**, (Attachment 1), and must include detailed information addressing requirements of RFQ to be considered for award. The offer should also include a timeline for implementation and milestones for completion of all tasks.

Offerors are encouraged to attend a scheduled site visit to become familiar with the scope of the Court's requirements prior to submitting a quote. The site visit is scheduled for Tuesday, August 31, 2021, at 10:00 AM (MST), either in-person at 333 Lomas Boulevard NW, Suite 270, Albuquerque, NM 87102, or virtually, by video conference via Zoom. For meeting credentials please email ProcurementSpecialists@nmd.uscourts.gov and reference this RFQ, before 4:00 PM (MST) Tuesday, August 30, 2021.

Questions concerning this RFQ must be submitted by email to Eduardo Contreras at ProcurementSpecialists@nmd.uscourts.gov, no later than 4:00 PM (MST) on Friday, September 3, 2021. Unless otherwise specified, responses to offerors' questions will be available on the Court's website at: <https://www.nmd.uscourts.gov>, on or before Tuesday, September 7, 2021.

PROPOSAL CONTENT

To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained in this solicitation. Proposals must be complete, well organized, self-sufficient (i.e., understandable without reference to extraneous documents other than this solicitation) and respond directly to the requirements of this solicitation.

Proposals shall consist of two (2) separate sections:

Section 1 of the quote (Price Proposal and Solicitation Documentation) shall consist of the completed "INFORMATION AND QUOTE SHEET FOR DIGITAL CONVERSION OF MICROFICHE RFQ," a copy of Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011) completed by the vendor and, if the vendor is requesting an exemption from application of the Service Contract Act, a copy of Provision 3-220, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011), completed by the vendor.

Section 2 of the quote (Technical Proposal) shall include two parts

Part 1 of the Technical Proposal shall provide information about the approach the vendor will use to ensure compliance with all technical requirements stated in the Statement of Work, including: safe and secure transport and safekeeping of original and digital judiciary record; prompt availability upon request by the judiciary of records in the vendor's possession; tracking system to be used during processing of originals; and the quality control measures to be taken to ensure the digital records created from the originals are accurate, complete, and fully readable and representative of or identical to the original. In addition, the vendor must provide a list of individuals proposed to work on the project and a proposed schedule must be included in this part of the quote.

Part 2 of the Technical Proposal must describe three projects the firm has completed within the past three years, which are equal to or similar in scope to this requirement. The Vendor must provide the task dates and pertinent information in order to demonstrate how the previous tasks are comparable to this requirement. The Vendor shall include points of contact, titles, telephone numbers, and e-mail addresses (if available).

Solicitation Documentation.

The offeror shall fill in required information on the cover page of the Solicitation SF-33, and submit the cover page signed by an authorized official of the offeror in accordance with Provision 3-95, Preparation of Offers. The offeror must attach to the SF-33 cover page a completed copy of Section K of the Solicitation, and information required to be provided by Section G of the Solicitation or by any other Provision or Clause of the Solicitation (including those incorporated by reference). Electronic copies of this Section of the proposal shall include an Acrobat PDF file capturing the authorized signature of the offeror on the cover page of the SF-33.

AWARD WITHOUT DISCUSSIONS

As stated in judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial

offer shall contain the offeror's best terms from a price and technical standpoint. However, the judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary.

PROVISIONS INCLUDED IN FULL TEXT

3-130, Authorized Negotiators (JAN 2003)

1. The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: _____
Titles: _____

Telephone: _____
E-mail: _____

(end)

4-1 Type of Contract (JAN 2003)

The judiciary plans to award a fixed price type of contract under this solicitation (except for line items for emergency services which shall be priced on a time and materials basis), and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

B-1 Solicitation Provisions Incorporated by Reference SEP 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)

PROVISIONS INCORPORATED BY REFERENCE

Provision	Title	Date
2-15	Warranty Information	JAN 2003

2-70	Site Visit	JAN 2003
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013
3-100, Alt II	Instructions to Offerors	APR 2013
3-210	Protests	JUN 2014
7-60	Judiciary-Furnished Property or Services	JAN 2003

Section M – Evaluation Factors for Award

BASIS FOR AWARD

The Lowest Price Technically Acceptable (LPTA) source selection process, conducted in accordance with Section 330 of Volume 14 of the *Guide to Judiciary Policy (Guide)*, will be used as the basis for selecting a proposal for award. The *Guide* is available at <http://www.uscourts.gov/procurement.aspx>.

Award will be made to the responsible offeror whose quote is determined to conform to all required terms and conditions of this solicitation, include all required representations and certifications, meet all requirements set forth in this solicitation and provide the lowest evaluated price while meeting or exceeding acceptability standards, based on the results of the evaluation described below. Any finding of Deficiency, defined as an aspect of a proposal that fails to meet a minimum requirement, will cause an offer to be rated "Technically Unacceptable" and will therefore eliminate that offer from consideration for award.

The judiciary will evaluate the technical proposal as acceptable or unacceptable, based on the following criteria. Being rated "Unacceptable" under either of the two evaluation criteria will render a proposal Technically Unacceptable and therefore not eligible for award.

- (a) Technical Approach – Proposals will be evaluated to determine whether or not the services proposed meet the minimum requirements of the solicitation. Proposals that meet the minimum requirements will be rated "Acceptable" and those that do not will be rated "Unacceptable" under this evaluation criterion.
- (b) Past Performance - The judiciary will evaluate the offeror's record of recent, relevant past performance to ascertain whether the offeror's history of past performance demonstrates an acceptable level of quality or not. Quality assessments will include review of customer satisfaction with respect to compliance of services/products to contract requirements, effectiveness of project management, timeliness of performance, commitment to customer satisfaction and business-like conduct, and other comments made by relevant points of contact. Offeror's demonstrating an acceptable quality of past performance will be rated "Acceptable" and those that do not will be rated "Unacceptable" under this evaluation criterion.

The judiciary will make an award decision based on information in the submitted proposals and upon recent, relevant past performance information. The judiciary will make a best effort to gather information about the quality of the offeror's past performance under each past performance contract referenced in the offeror's proposal. In addition to gathering information from sources identified by the offeror in its proposal, the judiciary may use data obtained from other sources, including data in government files or data obtained through interviews with personnel familiar with the offeror and its/their performance under recent, relevant Federal, State or Local government or commercial contracts in order to assess the quality of the offeror's past performance.

PROVISIONS INCORPORATED BY REFERENCE

Provision(s) Incorporated By Reference (see Clause B-1, Section K)

Provision	Title	Date
3-70	Determination of Responsibility	JAN 2003

Attachment 1

**INFORMATION AND QUOTE SHEET FOR
DIGITAL CONVERSION OF RECORDS**

Item No.	Description	Estimated Maximum Quantity*	Unit	Unit Price	Extended Price
1	<i>Docket Book Binders: Image scanning, indexing, and auditing in accordance with Statement of Work</i>	228,000	Per page		
2	<i>Microfilm based records: Image scanning, indexing, and auditing in accordance with Statement of Work</i>	50 rolls of film (rolls range from 25-100 ft)	Per roll		
3	<i>Microfiche based records: Image scanning, indexing, and auditing in accordance with Statement of Work</i>	79,800	Per image		
4	<i>Portable external hard drive</i>	1	Per hard drive		
5	<i>Optional - Index Cards: Image scanning, indexing, and auditing in accordance with Statement of Work</i>	178,500	Per index card		
6	<i>Optional - Case Files: Image scanning, indexing, and auditing in accordance with Statement of Work</i>	625,000	Per page		
7	<i>Optional – Shipment Cost Per Box</i>	100	Per box		
8	<i>Optional - Importable data files of digitized records including a flat-file retrievable database indexing on limited OCR categories, (e.g. party name, case number, case year, case type)</i>	1,200,000	Per image		
				TOTAL	

Attachment 2

CONTRACTOR RULES OF BEHAVIOR

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