

United States Bankruptcy Court

Western District of Virginia

Office of the Clerk
Commonwealth of Virginia Building - Room 200
210 Church Avenue, S.W.
Roanoke, Virginia 24011

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REQUEST FOR QUOTES DIGITAL CONVERSION OF PAPER RECORDS STATEMENT OF WORK (SOW)

Date Advertised: February 3, 2025

Response Deadline: 4:00pm Eastern Time on February 21, 2025

This firm-fixed price solicitation originating from the U.S. Bankruptcy Court for the Western District of Virginia (hereby referred to as VAWB), requires the Contractor to perform the following **offsite** service activities for the digital conversion of bankruptcy case file paper records. The services that the Contractor is expected to provide include, but are not limited to:

1. **RECORDS ACCOUNTABILITY:** Receive and account for the paper records provided by VAWB, as described in the court-base records inventory. The court has boxed the records in Federal Records Centers (FRC) archive boxes (14 ¾" x 12" x 9 ½" size) and they are ready for pick up by the Contractor.
2. **PAPER DOCUMENT PREPARATION AND DESCRIPTION:** Inspect and prepare the records (such as: removing staples, page separation, etc.) for digital conversion. The paper size is 8 ½ inches by 11 inches, with some minor exceptions of paper size 8 ½ inches by 14 inches. The paper records consist of bankruptcy case files maintained inside two-prong folders with a volume of 107 boxes from the Roanoke, VA Clerk's Office (approximately 267,500 pages) and 171 boxes from the Lynchburg, VA Clerk's Office (approximately 427,500 pages). On an average, a given box in this collection of records may contain between 15 and 20 separate case files.
3. **DIGITAL CONVERSION REQUIREMENTS:** The Contractor shall comply with the following requirements:
 - a. Sign inventory attesting to taking custody of boxes from the court. Contractor will pick up the records from the court and provide a chain of custody document to VAWB attesting to the Contractor's removal of the records and its temporary custody of the same. Maintain full control of the judiciary records while in custody of the same. The Contractor shall comply with the security requirements identified in **Attachments A and B** of this SOW. When applicable, court staff will sign inventory of the Contractor's shipment/delivery of boxes returned to the court. The Contractor will pick up the records from the courthouse located at 210 Church Ave., SW, Room 200, Roanoke, VA 24011 (107 boxes) and from the courthouse located at 1101 Court St, Room 166, Lynchburg, VA 24504 (171 boxes). Upon completion of digital conversion and

submission of digital files, the Contractor shall return the entire paper collection to the courthouse located at 210 Church Ave., SW, Roanoke, VA 24011. Contractor may provide an optional cost element for the destruction of the records, in lieu of returning the entire paper collection to VAWB. Contractor shall provide VAWB with a Certificate of Destruction if destruction of records is being performed.

- b. Perform all necessary steps to prepare the documents for digital conversion (e. g., releasing documents from folders, removing staples and clips).
- c. Scan the paper collection at no less than 300 dots per inch (DPI) resolution. Storing final output as PDF files with embedded optical character recognition (OCR) text. 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.
- d. Remove blank pages/images from the created electronic PDF files.
- e. After scanning, preserve paper records in the respective folders and in its original document order. The scanning process must maintain the paper order within each folder. Hence, the PDF file content shall follow the order in the original paper folder.
- f. Re-stapling/re-clipping is not required. Rubber bands or original folder prongs shall be used to keep the content temporarily in place.
- g. Apply quality control measures to verify that each scanned page is 100 percent readable (e.g., de-skewing, proper paper orientation, contrast adjustments, grayscale/color application).
- h. Apply quality control measures at the document level to include a visual comparison of each paper page side-by-side with electronic page in the created PDF file, to verify that each PDF file created is 100 percent complete in relation to the corresponding original paper.
- i. Page size is described in **Section 2** of the SOW.
- j. The Contractor is required to track scanning production and, upon 70 percent completion of each CLIN, the Contractor must notify the judiciary's contracting officer of a possible underestimation of the actual record volume, one that will exceed the maximum volume funded by the CLIN.

4. **ELECTRONIC FILE NAMING/INDEXING:** The file naming convention for each folder will use the existing label for each item. The naming convention for the series of these records is as follows:
 - a. Bankruptcy Case Files. One PDF file shall be created for each scanned case file. The file name will follow the title/label for each folder to include the case number and then party names (example: **7-02-03641-WSR Maldonado, Geovanny B.**). The parent electronic folder for these files shall be named "**VAWB Roanoke Division Cases**" for files picked up at the Roanoke, VA Clerk's Office and "**VAWB Lynchburg Division Cases**" for files picked up at the Lynchburg, VA Clerk's Office.

5. **QUALITY CONTROL (QC) & QUALITY ASSURANCE (QA):**

- a. Contractor QC/QA. The Contractor shall establish a QC and QA methodology for all services performed under the procurement. The Contractor shall verify its work to confirm it was performed correctly and free from errors.
- b. VAWB Initial Sample Review. VAWB will conduct an initial sample review before the Contractor begins full production. For each collection listed in **Section 2**, the Contractor will submit an initial batch of one box to the Roanoke courthouse location for VAWB's staff review and evaluation in terms of document completeness and page readability. VAWB will review the initial sample within four (4) business days and provide the Contractor with an email communication to document potential quality control issues and either request another sample or indicate that the quality is acceptable, and that the Contractor may initiate full production.
- c. VAWB Periodic Review. At its discretion, VAWB will perform periodic reviews and sampling of the quality of the work, including the Contractor's electronic PDF files as compared to the related

paper record. If VAWB'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 a group of folders included in the FRC archive box, where the error is found.

- d. Corrective Work. The Contractor shall not charge the Judiciary for any corrective work performed under this SOW in accordance with GSAR 552.212-4.
 - e. Performance Deduction. VAWB review involves a comparison of electronic PDF content in relation to the original paper. The Contractor shall facilitate expedited access of selected sample cases as requested by VAWB staff. A two percent (2%) performance deduction will be applied to the current or final invoice where the final delivered electronic PDF content was found by VAWB's staff's review to contain missing or incomplete electronic documents, after corrective work has been completed.
 - f. Damaged boxes. If necessary, the Contractor shall, at its expense, replace damaged boxes while in transit to the Contractor's facility or while in the Contractor's physical custody.
6. **POST-PRODUCTION:** The 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 VAWB. Contents shall remain in the same boxes as was received and inventoried from the court. Contractor will return all paper records (both Roanoke and Lynchburg records) to the VAWB Roanoke location (210 Church Ave., SW, Roanoke, VA 24011). Contractor may provide an optional cost element for the destruction of the records, in lieu of returning the records to VAWB. Contractor shall provide VAWB with a Certificate of Destruction if destruction of records is being performed.
7. **FINAL DELIVERABLE:** The Contractor shall provide its final deliverable of scanned PDF files using a FIPS 140-2 certified portable encrypted USB drive.
8. **POINTS OF CONTACT FOR TECHNICAL GUIDANCE:** The Contractor shall coordinate its activities with the Contracting Officer listed below.
- Elizabeth Nichols, VAWB Contracting Officer
- Additional judiciary contacts may be identified, as necessary.
9. **PERIOD OF PERFORMANCE:** The period performance is fourteen (14) months from the date of award. All boxes at the Lynchburg Courthouse must be picked up by no later than **April 1, 2025**. All boxes at the Roanoke Courthouse must be picked up by no later than **May 1, 2025**.

10. **COST PROPOSAL:** The Contractor shall submit a firm-fixed-price proposal based on the requirements contained herein, and the following information, including the proposed time frame to complete this project. The proposal must include a response to the CLINs listed below. The Contractor's proposal shall provide a list of assumptions and questions to resolve issues that the Contractor believes may impede the project from being completed, as required. This project assumes that work will be performed at the Contractor's site using its equipment to convert the paper records described in **Section 2**.

U.S. Bankruptcy Court for the Western District of Virginia
Digital Conversion of Paper Records

Completion time interval (Section 9)	_____
Cost per page of digitized records* (Section 2)	_____
CLIN 0001: Record inventory and pick-up in Roanoke, VA and Lynchburg, VA and return to the court in Roanoke, VA. (Section 3a)	_____
CLIN 0002: Conversion cost for up to 695,000 pages* (Section 2)	_____
CLIN 0003: FIPS 140-2 portable encrypted USB drive (Section 7)	_____
CLIN 0004: Optional: Destruction Cost Per Box (Section 6)	_____

* The Contractor understands that the box volume indicated herein is an estimate and agrees to only invoice for the final box volume of digitized records authorized by VAWB. The Contractor agrees that blank PDF images from blank pages are to be removed from the scanned PDF files prior to final delivery. The Contractor agrees that pages with content on both sides will be billed as a cost per side (per image with content).

The Court intends to award one Purchase Order to the offeror with the lowest-priced, technically acceptable quote. The Court reserves the right not to make any awards as a result of this solicitation.

Responses to this solicitation, as well as any questions regarding this solicitation, must be in writing, addressed to the designated Contracting Officer. The designated Contracting Officer for this RFQ is:

Elizabeth Nichols, VAWB Contracting Officer

email: elizabeth_nichols@vawb.uscourts.gov

address: U.S. Bankruptcy Court, 210 Church Ave. SW, Room 200, Roanoke, VA 24011

phone: 540-795-6315

U.S. Bankruptcy Court for the Western District of Virginia
Digital Conversion of Paper Records

ATTACHMENT A: SECURITY REQUIREMENTS

The records provided to the Contract contain highly sensitive, sealed materials that must be handled with the highest degree of security. Accordingly, the Contractor agrees to and shall abide by the following stipulations:

GENERAL SECURITY:

- 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 this SOW, VAWB 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 VAWB in compliance with HSPD -12. At a minimum, all the Contractor employees with access to VAWB data, the architecture that supports Government data, or any physical or logical devices/code shall pass a VAWB 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 VAWB 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. The 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; VAWB data is isolated from other customers or the Contractor data in such a manner that data leakage cannot occur between data sets and destruction of VAWB 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 VAWB with all necessary information and cooperation in this area. If the Contractor's actions result in a data breach, the VAWB may charge the Contractor \$5,000 for each data breach, not to exceed \$50,000. The Contractor shall take all reasonable and necessary steps, and precautions to enable VAWB 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 VAWB paper records must be irrecoverably erased, and a certificate of data destruction must be issued by the Contractor to VAWB as a deliverable, after the project is completed.
- j. Security Breach Procedures. The Contractor shall ensure that rules of behavior (**Attachment B – Contractor Rules of Behavior**), approved by the Contracting Officer, are signed by all Contractor employees assigned to work on this VAWB 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 the Contractor-owned removable media such as removable hard drives, flash drives, CDs, and laptops, containing VAWB data, are encrypted using a NIST FIPS 140-2 (or its successor) approved product. The Contractor shall report to the Contracting Officer, 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. The 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 a week 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 the Contractor becomes aware of it; and (iii) notify Judiciary of any Security Breaches by reaching out to the points of contact listed in Section 8 of this document. Immediately following the Contractor's notification of a Security Breach to the Judiciary, the parties shall coordinate with each other to investigate the Security Breach. The 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 the 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. The Contractor agrees that it shall not inform any third party of any security breach without first obtaining prior written VAWB consent, other than to inform a complainant that the matter has been forwarded to VAWB. Further, the Contractor agrees that VAWB 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 VAWB'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 the Contractor Facility. VAWB staff may conduct a physical review of the Contractor's personnel, information technology resources, space, systems, software, security, and processes of work authorized by VAWB. The Contractor's site must be in compliance with all requirements listed in this SOW.

U.S. Bankruptcy Court for the Western District of Virginia
Digital Conversion of Paper Records

ATTACHMENT B: CONTRACTOR RULES OF BEHAVIOR

The Contractor management, employees, and subcontractors must abide by the following Rules of Behavior (ROB) applicable to the processing of VAWB 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 unencrypted removable and portable media including laptop hard drives, flash drives and other forms of removable and portable media. (vi) Protect VAWB 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 VAWB to the Contractor’s management personnel and the VAWB Contracting Officer. 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) the Contractor’s personnel assigned to this contract must agree to these stipulations with signature and date, prior to receiving access to VAWB records.

CONTRACTOR’S EMPLOYEE NAME: _____

CONTRACTOR’S EMPLOYEE SIGNATURE: _____

DATE: _____