



Rich Curtner
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October 9, 2018

Open Market
REQUEST FOR QUOTE (RFQ)
FOR RECORD MANAGEMENT SERVICES
Lowest Price, Technically Acceptable Offer

RFQ Number: AKXFPD-0001
Request Date: Friday, September 21, 2018

Due Date: Friday, October 12, 2018

To: Prospective Contractors,

Re: Record Management Services for the Federal Public Defender, District of Alaska.

We have received a number of inquiries regarding our request for quotes for Record Management Services, from one of the vendors. Our request stated that we would respond to any inquiries by 5:00 pm, October 9, 2018, and that our response would be distributed to all interested parties.

The inquiries are as follows:

1. Is CJIS or comparable security training for employees with access to sensitive records required?
2. Are FBI Background checks for employees with access to sensitive records required?
3. Are CJIS, NARA, or comparable certifications for facility security required?
4. Is there a minimum requirement for Professional Privacy and Liability (or similar) insurance coverage specific to records management?
5. Is a method to establish and ensure secure chain of custody (Point of Service Scanners or similar) during transportation a requirement?
6. Is NAID AAA Certification (the industry standard) for vendors a requirement for providing shredding services?

RESPONSE:

The Guide to Judiciary Policy, Volume 10, Chapter 6, Appendix 6C states that Client case files are the client's property, held by the attorney, and regulated by the bar rules of each state. Accordingly, we looked to the Alaska Bar Association Rules to determine the bid requirements for storage of client case files. We reviewed the Alaska Rules of Professional Conduct, especially Rules 1.6, Confidentiality of Information; 1.15, Safekeeping Property, and 5.1, Responsibilities of Partners, Managers, and Supervisory Lawyers.

The bar rules do not require CJIS or comparable security training, FBI background checks, CJIS or NARA, or comparable certifications, Professional Privacy and Liability Insurance coverage, specific chain of custody methods for the transportation of client records or NAID AAA Certification. Accordingly, the additional specific security assurances listed in questions 1-6 are not requirements for the submission of your bid.

7. The SOW states that "labor charges over \$2,500 must adhere to the Service Contract Act." Our charges for services (not including storage charges, which aren't labor) in 2017 were approximately \$1200. Does the Service Contract Act apply to this RFQ?

RESPONSE:

Question 7, which speaks to the applicability of the Service Contract Act, is included below.

Both Section 325.25.10 of the Guide to Judiciary Policy, and 41 U.S.C. Section 6702 offer guidance on this issue.

§ 325.25.10 Service Contract Act

1. (a) The Service Contract Act (SCA), 41 U.S.C. §§ 6701–6701, applies to contracts over \$2,500, including purchase orders, the principal purpose of which is to furnish services through the use of service employees for work to be performed in the United States, Puerto Rico, Guam, or the U.S. Virgin Islands. **See:** Guide, Vol. 14, § 130.20.55 (Labor Statutes Governing Contractor Wages and Benefits).
2. (b) The SCA does not apply to:
 1. (1) employees employed in bona fide executive, administrative, or professional capacities, or
 2. (2) computer systems analysts, computer programmers, software engineers, and other similarly skilled computer employees, as defined in 29 CFR part 541.
3. (c) Some examples of service employees include:
 - stenographic reporting services,
 - equipment repair services,
 - clerical services,
 - janitorial services,
 - copy center services,
 - mail related services, and
 - data collection, processing and analysis services.

4. (d) SCA applies regardless of:
 0. (1) the beneficiary of the services (judiciary or general public);
 1. (2) the source of funding (judiciary or the public); or
 2. (3) the place of performance (judiciary or contractor's premises).

1. [U.S. Code](#) › [Title 41](#) › [Subtitle II](#) › [Chapter 67](#) › § 6702

41 U.S. Code § 6702 - Contracts to which this chapter applies

- [US Code](#)
- [Notes](#)

§ 6702.

Contracts to which this chapter applies

(a) In General.—Except as provided in subsection (b), this chapter applies to any contract or bid specification for a contract, whether negotiated or advertised, that—

(1)

is made by the Federal Government or the District of Columbia;

(2)

involves an amount exceeding \$2,500; and

(3)

has as its principal purpose the furnishing of services in the [United States](#) through the use of [service employees](#).

(b) Exemptions.—This chapter does not apply to—

(1)

a contract of the Federal Government or the District of Columbia for the construction, alteration, or repair, including painting and decorating, of public buildings or public works;

(2)

any work required to be done in accordance with [chapter 65 of this title](#);

(3)

a contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line or oil or gas pipeline where published tariff rates are in effect;

(4)

a contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934 ([47 U.S.C. 151](#) et seq.);

(5)

a contract for public utility services, including electric light and power, water, steam, and gas;

(6)

an employment contract providing for direct services to a Federal agency by an individual; and

(7)

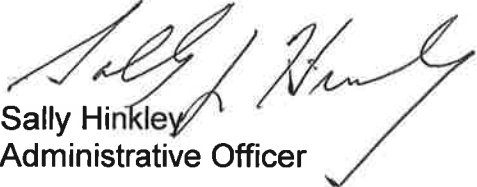
a contract with the [United States](#) Postal Service, the principal purpose of which is the operation of postal contract stations.

([Pub. L. 111–350](#), § 3, Jan. 4, 2011, [124 Stat. 3812](#).)

Clearly, the dictates of these two references do not address the division of labor vs. inanimate services provided under a single contract; and the Services Contract Act does apply in this

instance. Unfortunately my Administrative Assistant broke out Labor Charges under the SOW, which may have led you to believe that it may not be applicable to the entire services contract. Our apologies for any confusion that may have been caused.

Sincerely,



Sally Hinkley
Administrative Officer