

Request for Quote for ACMS Operations, Maintenance, and Limited Development Services BPA

Office of the Clerk
UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT
95 Seventh Street
Post Office Box 193939
San Francisco, California 94119-3939

Request for Quote
for
IT Operations, Maintenance, and Limited Development Services
Appellate Case Management System (ACMS)

Issued to:
Schedule 70 Holders SIN No. 54151S

Issued by:
United States Court of Appeals for the Ninth Circuit
Blanket Purchase Agreement (BPA)

This Request for Quote seeks establishment of a Blanket Purchase Agreement (BPA) under an applicable GSA Schedule for Appellate Case Management System (ACMS) operations and maintenance (O&M), user support, training, technical sustainment, and limited development services. The BPA will be labor-hour in nature and will cover a base period of one year with four option years. The BPA is intended primarily for continued production support and sustainment of the Court's existing ACMS platform, with occasional and small-scale development work when necessary to maintain, adapt, improve, or modestly extend the system.

A BPA is an ordering agreement and does not itself obligate funds; funds are obligated when orders are placed against the BPA.

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Section A. BPA Overview

1.1 General Description

This BPA shall be established for the issuance of performance-based call orders for ACMS production operations, maintenance, support, and limited development services. The Court intends for most call orders to focus on corrective, adaptive, and perfective maintenance; production support; user support; training; minor enhancements; and technical sustainment of the existing ACMS environment. Consistent with operational needs, some call orders may also include small-scale development work that is closely related to sustaining the existing platform.

1.2 Term

The BPA term shall be one base year with four option years.

- Base Year: September 28, 2026 – September 27, 2027
- Option Year 1: September 28, 2027 – September 27, 2028
- Option Year 2: September 28, 2028 – September 27, 2029
- Option Year 3: September 28, 2029 – September 27, 2030
- Option Year 4: September 28, 2030 – September 27, 2031

Any exercise of options shall be at the sole discretion of the Court and subject to applicable funding, performance, and continuing need.

1.3 Order Type

The BPA shall be a labor-hour BPA based on defined labor categories and hourly rates. Vol. 14 permits an unpriced BPA to contain labor-hour rates when orders require a statement of work or prices cannot otherwise be established before the BPA is set up; prices are then competed and established at the order level unless the BPA is otherwise priced. For this BPA, the Court anticipates establishing ceiling hourly rates by labor category at the BPA level and issuing call orders with defined tasks, estimated labor hours, and a not-to-exceed amount.

Call orders may vary in duration. The Court anticipates that many orders will cover recurring O&M support periods, monthly or quarterly support increments, incident response, release support, training support, and limited enhancement efforts. Development work, if included in an order, shall be ancillary to the O&M mission of the BPA and shall not change the overall purpose of the BPA from sustainment to major redevelopment.

2.1 Background

The Court has completed substantial development of the Appellate Case Management System (ACMS), a Microsoft-based case management platform supporting the filing, management, review, and processing of appellate matters. The prior BPA emphasized implementation and completion of full operational capability. The Court's current need has shifted from primary system development to ongoing production operations, maintenance, support, and incremental improvement of the deployed ACMS environment. The follow-on BPA is intended to sustain the operational system, preserve system performance and reliability, support users, maintain interoperability, and allow the Court to implement occasional small-scale enhancements that are appropriately handled within an O&M construct.

2.2 Objectives and Scope

The objective of this procurement is to establish a BPA for ACMS O&M, user support, training, technical architecture sustainment, and limited development. The BPA shall provide the Court with agile and responsive support services that preserve production stability while enabling efficient implementation of minor improvements and targeted enhancements modestly extending the existing ACMS platform.

The scope includes:

- Production operations and maintenance support for ACMS.
- Incident, problem, and service-request support.
- Corrective, adaptive, and perfective maintenance.
- Release, configuration, and environment support.
- Technical architecture sustainment and integration support.
- User support and train-the-trainer or targeted user training.
- Documentation updates and operational knowledge management.
- Small-scale development, automation, workflow adjustment, reporting updates, integration refinements, and similarly limited enhancements when directed through call orders.

3.1 Functional Service Areas

Call orders may be placed for one or more of the following service areas.

3.2 Transition Support

The Contractor shall provide transition-in and transition-out support necessary for uninterrupted service continuity. Transition support shall focus on continuity of operations, preservation of institutional knowledge, support handoff, access validation, open ticket review, configuration review, release pipeline review, and orderly transfer of operational responsibilities. If work is transitioned to a successor contractor or government staff at the end of the BPA or a call order, the Contractor shall provide reasonable cooperation, current documentation, ticket status, release information, and other technical and managerial materials needed for orderly transition.

3.3 Program Management

The Contractor shall provide effective program management for BPA and call order performance. Program management shall include executive oversight, governance support, risk management, staffing coordination, schedule oversight, issue escalation, and routine communication with Court stakeholders. The Contractor shall designate a Program Manager as the primary management point of contact and a corporate executive sponsor responsible for service quality and prompt issue resolution.

3.4 Project and Service Management

The Contractor shall provide service management and project management support proportionate to the work ordered. For recurring O&M support, the Contractor shall manage tickets, service requests, maintenance tasks, patches, release support, and minor enhancement tasks using disciplined service-management and Agile work management practices. The Contractor shall provide periodic oral and written updates and a monthly status report that includes, at a minimum:

- Activities performed during the reporting period.
- Open, resolved, and aging incidents and service requests.
- Maintenance items completed and deployed.
- Planned work for the next reporting period.

- Risks, issues, dependencies, and recommendations.
- Status of deliverables and scheduled versus actual progress.
- Staffing changes, if any.

3.5 Human Resource Management

The Contractor shall recruit, retain, and deploy qualified personnel to support ACMS. The Contractor shall maintain staffing continuity, preserve operational knowledge, and support timely surge response for production incidents, release events, and priority maintenance work. If key personnel are replaced, the Contractor shall provide overlap and knowledge transfer sufficient to avoid disruption.

3.6 Technical Architecture and Sustainment Support

The Contractor shall provide technical architecture and sustainment support for the Court's Microsoft-based ACMS environment, including technologies currently in use and other approved technologies introduced during the BPA term. Support may include review of architectural implications of patches, platform updates, cloud-service changes, integrations, performance issues, security-related changes, and operational resilience needs. The Contractor shall provide recommendations for maintaining technical viability, interoperability, supportability, and alignment with approved Court and Judiciary architecture.

3.7 Training

The Contractor shall provide training on ACMS capabilities and any custom-built integrations, as requested by either Circuit, including:

- General User Training — group training sessions that explain how to use ACMS and its integrations, supported by a User Training Guide for distribution to Court users;
- Online/Web-Based Training — self-paced training for Court employees, focused on how the application works and its functions;
- Administrator Training — training for Court IT staff on operation, troubleshooting, preventive maintenance, configuration, creation of user logins, modification of workflows and business rules, access privileges, batch job scheduling, backup and restoration, database administration, and system performance tuning, supported by an Administrator Training Guide.

3.8 Limited Development Services

The Contractor may be required to perform occasional and small-scale development work that is directly related to maintaining, adapting, improving. This work may include workflow refinements, reporting updates, interface adjustments, small automation efforts, minor feature enhancements, configuration changes, usability improvements, and similarly bounded tasks.

Such work shall be managed through call orders and shall remain secondary to the primary purpose of the BPA, which is O&M and sustainment. The Contractor shall use the Court's approved Agile and DevOps practices, to the extent applicable, for planning, implementing, testing, documenting, and releasing limited development work.

3.9 System Operations and Maintenance

The Contractor shall perform O&M activities for ACMS, including the following:

- **Corrective maintenance:** changes to correct identified defects related to existing requirements or functions allocated to the production baseline.
- **Adaptive maintenance:** changes to keep the system functioning in a changed technical, business, legal, or operational environment, including minor enhancements within scope.
- **Perfective maintenance:** changes to improve system performance, maintainability, usability, supportability, or efficiency.

The Contractor shall support production operations by performing activities such as:

- Incident response and troubleshooting.
- Problem management and root cause analysis.
- Service-request fulfillment.
- System monitoring support and operational health review.
- Release and deployment support.
- Configuration management and environment coordination.
- Regression, unit, and system testing for changes.
- Documentation updates.
- Disaster recovery and continuity support coordination, as applicable.
- Coordination with Court IT staff, cloud providers, and other support teams.

3.10 End User Support

The Contractor shall provide Tier 2 and Tier 3 support for ACMS issues within its area of responsibility. The Contractor shall coordinate with the Court's help desk or designated support function to receive, triage, investigate, resolve, or appropriately escalate incidents and service requests. The Contractor shall support prompt restoration of service, maintain ticket records, and participate in post-incident review processes as required.

Representative activities include:

- Responding to escalated incidents and service requests.
- Troubleshooting and resolving production issues.
- Coordinating vendor, infrastructure, or application resources needed for resolution.
- Performing root cause analysis and recommending mitigation.
- Developing or updating support scripts, job aids, and operational procedures.
- Supporting releases that affect end users or support processes.

3.11 Performance Management and Service Metrics

The Contractor shall perform all services in accordance with the performance standards established in this BPA and the applicable call order. Each call order shall identify the performance measures applicable to the work ordered, the method of measurement, the reporting frequency, the applicable target or service level, and the responsible party for validating results.

At a minimum, performance measures for recurring operations and maintenance services shall address:

- a. Acknowledgment, prioritization, escalation, status communication, restoration, and closure of incidents;
- b. Completion and aging of service requests;
- c. Completion of corrective, adaptive, and perfective maintenance tasks;
- d. Completion of required unit, system, regression, and other approved testing before production deployment;

- e. Timeliness, accuracy, completeness, and acceptance of required reports, release notes, root-cause analyses, documentation, and training materials;
- f. Compliance with approved change-management, security-management, configuration-management, release-management, and documentation processes;
- g. Staffing continuity, key-personnel availability, and knowledge transfer; and
- h. Timeliness and quality of corrective-action plans for recurring, material, or high-priority service issues.

The Contractor shall maintain data sufficient to demonstrate performance against each applicable measure in the development tracking tool and shall provide the data in written report format when requested by the COR. A performance measure is met only when the applicable call-order target has been achieved and the associated work product, record, or service has been accepted by the COR in accordance with the call order.

Failure to meet an applicable performance measure shall require the Contractor to identify the cause, provide a corrective-action plan upon COR request, and implement corrective actions in accordance with the schedule approved by the COR. This section does not alter, supersede, or conflict with the terms and remedies of the underlying GSA Schedule contract.

4.1 Deliverables

All deliverables shall conform to the content, format, quality, due-date, and acceptance requirements established in the applicable call order. Unless a call order provides otherwise, a deliverable is timely only if submitted by the required due date, complete only if it includes all required content and supporting records, and acceptable only if the COR determines that it materially conforms to the applicable BPA and call-order requirements.

All deliverables shall meet professional standards and the requirements of the applicable call order.

Deliverables may include:

- Monthly status reports.
- Monthly O&M and user support reports.
- Incident and service request metrics and summaries.
- Root cause analysis reports and corrective action plans.
- Release notes.
- Updated technical and operational documentation.
- Training materials and job aids.
- User stories, work items, and acceptance criteria for limited development tasks.
- Completed and tested maintenance items or limited enhancement deliverables.

The applicable call order shall identify the due date, required content, format, acceptance criteria, review period, and required correction period for each recurring or material deliverable. When the COR identifies a deficiency, the Contractor shall correct and resubmit the deliverable within the correction period specified in the call order or, if none is specified, within five business days after receipt of the COR's written notice.

4.2 Inspection and Acceptance

Inspection and acceptance criteria shall be established in each call order and shall include objective measures appropriate to the services ordered. For O&M services, the criteria shall, as applicable, include incident and service-request response and resolution targets; completion of approved maintenance tasks; completion of required testing; compliance with release and change-management procedures; submission and acceptance of required reports and documentation; and performance against any stated service-level or quality measures.

For limited-development tasks, acceptance criteria shall be established in the applicable call order and shall include defined work items, documented acceptance criteria, required test evidence, required documentation, and successful completion of the applicable acceptance process.

The COR may inspect work, records, reports, deliverables, and performance data to determine compliance with the BPA and applicable call order. The Contractor shall provide reasonable access to information needed for that review. Acceptance of a deliverable or service does not waive the Court's right to identify latent defects, require correction in accordance with applicable contract terms, or enforce the terms of the underlying GSA Schedule contract.

4.3 Performance Deficiencies

If the COR determines that the Contractor has not met an applicable performance measure, deliverable requirement, or other BPA or call-order requirement, the COR may notify the Contractor of the deficiency and require the Contractor to provide a root-cause analysis, corrective-action plan, status update, or other information reasonably necessary to manage performance. The Contractor shall respond within the period specified by the COR or, if no period is specified, within three business days after notice.

Nothing in this section authorizes a remedy that is inconsistent with the underlying GSA Schedule contract or applicable law. Contractual remedies, including any required reperformance or other action, shall be administered in accordance with the underlying GSA Schedule contract and applicable judiciary contract terms.

4.4 Place of Performance

Work shall be performed primarily at contractor facilities unless a call order requires on-site support. The Contractor shall be prepared to work remotely and, when requested, on-site at Court facilities. Any travel must be approved in advance by the Contracting Officer Representative (COR) and handled in accordance with applicable contract terms.

4.5 Invoicing

The Contractor shall submit invoices in accordance with the BPA and applicable call order terms. For labor-hour orders, invoices shall show hours worked by labor category, applicable rates, extended amounts, cumulative totals, and any authorized travel or other allowable charges as required by the order.

4.6 Court Contacts

Contracting Officer Representative:
Ryan Means, Information Technology Director
United States Court of Appeals for the Ninth Circuit
(415) 355-7876
ryan_means@ca9.uscourts.gov

Contracting Officer:
Shawn Swim, Chief Financial Officer
United States Court of Appeals for the Ninth Circuit
(415) 355-8297
shawn_swim@ca9.uscourts.gov

Section B. GSA Terms and Conditions

The applicable GSA Schedule terms and conditions for the awarded Schedule contract are incorporated by reference and shall apply to the BPA and resulting orders to the extent not inconsistent with judiciary requirements.

Section C. Judiciary Terms and Conditions

The terms and conditions in the GSA contract are invoked by referencing the GSA contract number in the task order. The following standard judiciary provisions and clauses are also incorporated into this request and will be included in the resulting task order.

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

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/sites/default/files/vol14-ch01-appx1b.pdf>

2. The following judiciary clauses, that the CO has indicated are applicable, are incorporated in this contract by reference:

<u>X</u>	Clause 1-10	Gratuities or Gifts (JAN 2010)
<u>X</u>	Clause 1-15	Disclosure of Contractor Information to the Public (AUG 2004)
<u>X</u>	Clause 2-55	Privacy or Security Safeguards (JAN 2003)
<u>X</u>	Clause 2-57	Protecting, Reporting, and Responding to Incidents Involving Sensitive Information (MAR 2024)
<u>X</u>	Clause 2-65	Key Personnel (APR 2013)
<u>X</u>	Clause 2-140	Judiciary IT Security Standards (APR 2026)
<u>X</u>	Clause 4-30	Payment (Time-and-Materials and Labor-Hour Contracts)
___	Clause 6-20	Insurance – Work on or Within a Judiciary Facility (APR 2011)
<u>X</u>	Clause 7-30	Public Use of the Name of the Federal Judiciary (JUN 2014)
<u>X</u>	Clause 7-35	Disclosure or Use of Information (APR 2013)
<u>X</u>	Clause 7-45	Travel (APR 2013)
___	Clause 7-55	Contractor Use of Judiciary Networks (JUN 2014)
___	Clause 7-65	Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
___	Clause 7-115	Availability of Funds (JAN 2003)
<u>X</u>	Clause 7-130	Interest (Prompt Payment) (JAN 2003)

X Clause 7-140 Discounts for Prompt Payment (JAN 2003)

X Clause 7-235 Disputes (JAN 2003)

3. The following full text clauses are incorporated if the CO has marked them as applicable (X):

X Clause 2-90C Option to Extend Services (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the contractor no later than 60 calendar days prior to the contract's current expiration date.

Section D. Instructions to Offerors

5.1 General

Offerors shall furnish the information required by this RFQ. The Court intends to establish a single BPA in response to this solicitation unless it determines otherwise to be in the Court's best interest.

5.2 Submission of Quotes

Quote submission shall consist of two parts: Technical/Management Quote and Price Quote.

The Technical/Management Quote shall address, at a minimum:

- O&M and production support approach.
- Incident and service request management approach.
- Approach to corrective, adaptive, and perfective maintenance.
- Approach to release management, testing, and deployment support.
- Technical sustainment and architecture support approach.
- End-user support and training approach.
- Approach for occasional small-scale development within an O&M-focused environment.
- Transition-in and transition-out approach.
- Staffing plan and key personnel.
- Past performance.

The Price Quote shall include fully loaded hourly labor rates for proposed BPA labor categories and any assumptions relevant to pricing.

5.3 Qualified Personnel

All Contractor personnel shall possess the professional proficiency, experience, knowledge, and skills necessary to perform the required tasks. Offerors shall ensure that staff maintain any necessary certifications and expertise for the technologies supported under the BPA.

5.4 Key Personnel Positions Required

The Court identifies the following as key personnel at the BPA level:

- **Program Manager:** responsible for overall management, service quality, communication, staffing coordination, risk management, and executive reporting.

- **Senior Solutions/Technical Architect:** responsible for technical oversight of ACMS sustainment, integrations, architecture alignment, release implications, and technical problem resolution.
- **O&M Lead / Service Delivery Lead:** responsible for day-to-day O&M performance, incident and service-request coordination, maintenance planning, ticket oversight, and service metric reporting.

The Court may identify additional key personnel at the call order level if warranted by the work.

6.1 Contractor Requirements

The Contractor shall demonstrate experience supporting a production legal case management environment using Microsoft-based technologies similar to those currently used by the Court. The Contractor shall demonstrate competency in O&M, support, maintenance, and limited enhancement of enterprise case management or similarly complex systems.

The Contractor shall be able to support, as applicable, technologies currently used by the Court, which may include:

- Microsoft Dynamics 365 / related Microsoft business application platforms.
- Microsoft 365 services, including SharePoint Online, OneDrive, and Teams.
- Azure Active Directory and other approved Azure services.
- .NET technologies, APIs, and approved integration technologies.
- JavaScript and related front-end technologies in use within the system.
- SQL Server and related reporting, integration, or analysis services.
- DevOps and release automation tools approved by the Court.

The Contractor shall also demonstrate prior experience with:

- Production support for enterprise systems.
- Incident response and root cause analysis.
- Tier 2/3 support.
- Regression and release testing.
- Technical documentation maintenance.
- Support of system changes in secure or regulated environments.

Section E. Evaluation

The Court may use lowest price technically acceptable or best value, as stated in the final RFQ. If best value is used, the solicitation must state the evaluation criteria and relative importance of price and non-price factors.

7.1 Technical and Management

The Court will evaluate technical responses on an acceptable/unacceptable basis or by comparative assessment, as specified in the final RFQ. The evaluation will focus on whether the vendor demonstrates the ability to successfully perform ACMS O&M and limited development work.

Representative technical evaluation criteria are:

#	Evaluation Criterion	Corresponding SOW Element
1	Does the offer demonstrate an acceptable methodology for production O&M and sustainment of a legal case management system?	3.9, 3.10
2	Does the offer demonstrate an acceptable incident, problem, and service-request management approach?	3.4, 3.10
3	Does the offer demonstrate an acceptable approach for corrective, adaptive, and perfective maintenance?	3.9
4	Does the offer demonstrate an acceptable approach for release support, testing, and deployment of maintenance items and minor enhancements?	3.9, 3.8
5	Does the offer demonstrate acceptable technical architecture and sustainment capabilities for the technologies in scope?	3.6
6	Does the offer demonstrate an acceptable transition-in and transition-out methodology?	3.2
7	Does the offer propose an acceptable program and service management approach, including a qualified Program Manager and service lead?	3.3, 3.4
8	Does the offer demonstrate an acceptable staffing and continuity approach, including management of key personnel transitions?	3.5, 7.4
9	Does the offer demonstrate an acceptable approach to targeted training and user support?	3.7, 3.10
10	Does the offer demonstrate an acceptable approach to occasional small-scale development within an O&M-driven environment?	3.8
11	Does the offer demonstrate prior experience supporting a production legal case management system or similarly complex enterprise system in government or another regulated environment?	7.5
12	Does the offer demonstrate prior experience with root cause analysis, operational metrics, and continuous service improvement?	3.4, 3.9, 3.10

7.2 Past Performance

Past performance shall be evaluated based on how well the offeror's recent and relevant past performance demonstrates successful performance of similar work. Relevant past performance includes O&M, sustainment, user support, maintenance, support services, release support, and limited enhancement support for enterprise systems, preferably legal case management or similarly complex government systems.

The Court may consider information obtained from the offeror, government sources, performance systems, references, and other credible sources.

7.3 Price

The Court will evaluate pricing based on the hourly labor rates proposed for required BPA labor categories and, if used, any sample pricing scenario or sample call order. Price evaluation may include analysis of the labor mix proposed for an O&M-focused support model.

Attachment 1. Pricing Table

Offerors shall provide fully burdened hourly rates for the labor categories proposed for BPA use. The Court may tailor this table before issuance.

Labor Category	Hourly Rate
Program Manager	
Senior Solutions / Technical Architect	
O&M Lead / Service Delivery Lead	
Business Analyst	
Solution Developer	
SharePoint Developer	
Solution Integrator / Analyst	
Support Engineer	
Tester / QA Specialist	
Scrum Master / Agile Lead	
Trainer	
Subject Matter Expert	
Cloud Solution Architect	

Attachment 2. Sample O&M-Focused Call Order Structure

A representative call order may include the following task areas:

1. Production O&M support.
2. End-user support and incident resolution.
3. Corrective, adaptive, and perfective maintenance.
4. Release and deployment support.
5. Targeted training.
6. Small enhancement backlog execution.
7. Monthly reporting and service review.

A representative staffing model may distinguish between:

- **ACMS O&M Team:** service delivery lead, support engineers, analysts, testers, technical architect support.
- **ACMS Limited Development Team:** small agile team resources used only as needed for minor enhancements.

Notes for Finalization

Before issuing this RFQ, the Court should tailor:

- The applicable GSA Schedule/SIN references to current offerings.
- The evaluation method, including whether the acquisition will be LPTA or best value.
- The final labor categories.
- The key personnel requirements.
- Any service levels, response times, or reporting metrics.
- Court contacts, dates, and BPA ceiling assumptions.
- Applicable judiciary clauses selected by the CO under the current clause matrix.

JUDICIARY PROCUREMENT PROGRAM

LIMITED SOURCES JUSTIFICATION (LSJ)

This acquisition is being conducted under the GSA Multiple Award Schedule Program (See FAR 8.401)

1. Agency name, contracting activity and requesting office *(provide identification of judiciary organization requesting the procurement, i.e., Administrative Office of the US Courts, department, office OR court unit or federal public defender organization)*

United States Court of Appeals for the Ninth Circuit
2. Nature and description of the action and the estimated dollar value of proposed procurement

Appellate Case Management System (ACMS) – Single Source BPA Award for Procentrix
\$1.5-2 million per year in call orders for a period beginning September 28, 2026 ending August 27, 2027 with an additional four option years subsequently following.
3. Description of supplies/services required to meet judiciary needs

This BPA shall be established for the issuance of performance-based call orders for ACMS production operations, maintenance, support, and limited development services. The Court intends for most call orders to focus on corrective, adaptive, and perfective maintenance; production support; user support; training; minor enhancements; and technical sustainment of the existing ACMS environment. Consistent with operational needs, some call orders may also include small-scale development work that is closely related to sustaining or modestly improving the existing platform.
4. Basis for limiting sources/Authority
 - ☐ Brand Name/Items peculiar to one manufacturer - FAR 8.405-6(b) and Guide Vol. 14 § 310.50.66
 - ☐ An urgent and compelling need exists and following competition procedures would result in unacceptable delays - FAR 8.405-6(a)(1)(i)(A) and Guide Vol. 14 § 310.50.63(a)(1)
 - ☐ Only one source is capable of providing the supplies or services required at the level of quality required because the supplies or services are unique or highly specialized - FAR 8.405-6(a)(1)(i)(B) and Guide Vol. 14 § 310.50.63(a)(2))
 - ☒ In the interest of economy and efficiency, the new work is a logical follow-on to an original FSS order provided that the original order was placed in accordance with the applicable FSS ordering procedures. The original order or BPA must not have been previously issued under sole-source or limited-sources procedures - FAR 8.405-6(a)(1)(i)(C) and Guide Vol. 14 § 310.50.63(a)(3)
5. Supporting rationale *(explanation of the unique nature of products/services being procured, contractor's unique qualifications, or other factors supporting use of the authority cited)*

JUDICIARY PROCUREMENT PROGRAM

LIMITED SOURCES JUSTIFICATION (LSJ)

This acquisition is being conducted under the GSA Multiple Award Schedule Program (See FAR 8.401)

The new work is operations and maintenance follow-on to the initial development, O&M, and training brought forth by Blanket Purchase Agreement (BP) A09CLERK21-0001. This was originally awarded to Procentrix, back in May 2021 after the services were competed among GSA schedule holders under Schedule 70 Holders SIN No. 54151S. The work having been completed under the BPA term of one year plus four option years, the Court is seeking new work as a logical follow on to the previous competed contract. Moving to another vendor would cost the court additional money and time because of a new vendor's lack of familiarity with the court's operations and the developed software. The court will realize substantial economies and efficiencies with Procentrix due to their product familiarity and expertise and knowledge of court requirements and operations.

The Court would estimate switching to a new vendor would cost an additional \$750,000 to \$800,000. Tasks would include:

1. New contractor discovery and onboarding - Architecture review, code and repository familiarization, environment, database schema, configuration analysis, security and access onboarding, review of open work and technical debt by successor.
2. Incumbent or retained SME knowledge transfer - Structured walkthrough with incumbent, document review, shadowing, ticket history, known-issue review, release-pipeline and deployment knowledge transfer.
3. Parallel operations and service continuity - temporary dual staffing while O&M moves to new contractor, incident escalation coverage, release support, and validation while responsibility moves over
4. Testing, validation, and transition remediation - Successor runs through a full deployment and test cycle, we validate that production is unaffected, remediate any issues

6. Description of market research conducted among schedule holders and the results, or explanation why market research was not conducted

In addressing operational and maintenance issues, Procentrix's product familiarity with the architects and program managers provides the court advantages and reduces costs. Moving to a vendor would cost the Court additional money and time because of the lack of familiarity with the developed software. As a consequence market research was limited to the former BPA holder who competitively was awarded the prior contract.

7. Actions, if any, the judiciary may take to remove or overcome any barriers that led to restricted consideration before any subsequent acquisition for the supplies and services is made

The Court has included in the contract agreement in this single source BPA award a provision for transition support. This would allow the vendor to help the Court transition the software O&M duties to the government or another vendor. See Section A.3.2

8. Confirm that the Contracting Officer has sought a price reduction consistent with Guide Vol. 14 § 310.50.40(c) (Required for purchases exceeding the GSA Simplified Acquisition Threshold (\$250,000)

JUDICIARY PROCUREMENT PROGRAM

LIMITED SOURCES JUSTIFICATION (LSJ)

This acquisition is being conducted under the GSA Multiple Award Schedule Program (See FAR 8.401)

The Court will be seeking a price reduction with the follow on work and the documentation will be included in the subsequent single source BPA award.

Certifications and Signatures:

To the best of my knowledge and belief, I hereby certify that the technical information provided in the above justification is accurate and complete.

Typed Name: John Lansing

Signature:

Date: 9/28/2026

Program Office:

Procurement Department – U.S. Court of Appeals for the Ninth Circuit

To the best of my knowledge and belief, I hereby certify that the above justification is accurate and complete.

Typed Name of Contracting Officer: Shawn Swim

Signature of Contracting Officer:

Date: 9/28/26

NOTE: For actions requiring a one-time delegation from PMD, the approving official signature should be applied only after the one-time delegation has been received.

Typed Name of Approving Official:

Molly Dwyer

Signature of Approving Official:

Date: 9.28.26

Title of Approving Official:

Clerk of Court

(For court units, the Approving Official is the court units chief judge or FPD, or the PLO when that authority has been specifically delegated.)

