

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

B.1 Contract Pricing B-1

B.2 Minimum/maximum Value of Contract B-1

B.3 Estimated Award Fee B-1

B.4 CLIN Descriptions B-1

Table B-1 - Unit Prices B-7

SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

B.1 CONTRACT PRICING

The Contractor shall perform all services specified in Section C of this contract according to the pricing rates and terms as established herein.

B.2 MINIMUM/MAXIMUM VALUE OF CONTRACT

The minimum and maximum estimated costs for the Basic Period and the Option Periods in this contract are shown in the following table. These minimum and maximum estimated cost amounts represent the Government’s ordering limitations, and are exclusive of award fee.

Period Covered	Minimum Estimated Cost	Maximum Estimated Cost
Basic Period/Option Period	\$1,000,000.00	\$180,000,000

B.3 ESTIMATED AWARD FEE

The maximum available annual award fee is \$2,300,000.00.

B.4 CLIN DESCRIPTIONS

The description of each CLIN is provided below.

a. CLINs 1001, One Time Set-Up Charges

The Set-Up Charge CLIN is used to cover the one-time charges (if any) associated with setting-up each court location to use the Bankruptcy Noticing Center (BNC). This CLIN is used to cover the costs associated with coordinating communication connection, developing procedures, providing user training, providing documentation, and other general requirements for a Court to use the BNC. Note: This CLIN shall not be used for Technical Support Service charges billable under CLINs 9001-9009.

b. CLINs 2001-2002, Receipt of Government Output

CLIN 2001 is used for the costs associated with preparation of the receipt of Government output confirmation as specified in paragraph C.5.1.2. This shall include electronic

confirmation required to be returned to the originating Government location.

CLIN 2002 will be used on an exception basis. The CLIN is for the Contractor to invoice the Government for overnight delivery charges for transporting magnetic media and paper copy noticing information from the court to the Contractor in the event the originating Government location is required to exercise contingency plans (C.6.6). The Contractor will utilize the Government's overnight delivery service. The unit price for this CLIN will be provided under the then current Government overnight delivery contract. The Contractor will be reimbursed for these costs at the contract rate in effect at that time. This CLIN is not subject to the discount offered by the Contractor in CLIN 20001. Additionally, the Contractor shall include any administrative fees associated with handling the Government's overnight delivery contract in CLIN 7010.

c. CLINs 3001 - 3006, Notice Production & Servicing PDF Retrieval

The Notice Production & Servicing CLINs are used to cover the costs associated with processing, sorting, and if mailed, printing, folding, inserting and delivery of a notice to (or pick-up by) the United States Postal Service (USPS). Permit postage is paid by the Government directly to the USPS and the cost shall not be included in these CLINs. The cost of paper and envelopes shall not be included in the Contractor's price for these CLINs. If electronic transmission is used, preparing a notice for electronic transmission to an entity shall be billable under these CLINs. All costs shall include the preparation of the Certificates of Notice; preparing appropriate USPS reports; and preparing all daily and monthly reports to the court site(s) and COTR. The unit prices shall also include all costs associated with quality control.

All costs associated with Electronic Bankruptcy Noticing (EBN) marketing and customer support shall be billed under CLINs 9010-9011 (EBN Marketing Specialist), CLIN 9014 (EBN Customer Support Representative) and CLIN 9015 (EBN Customer Supervisor).

These CLINs are divided into two categories based upon the method by which the Government Output is received by the Contractor: electronic transmission of PDF and related electronic notice files (e.g., address files), and paper copy. The Contractor shall provide the unit price for each category separately.

CLINs 3001 - 3002 and 3004 - 3005 (exception-based) shall be used to define the costs for preparing notices for mailing by the USPS in the event the originating Government location is required to exercise contingency plans. (See C.6.6)

CLINs 3003 and 3006 (exception-based) shall be used to define the costs for preparing notices for electronic transmission to an entity. (See C.6.6).

d. Optional CLINs 3007 - 3009, Notice Production & Servicing, (Optional-Production Cycle Commencement Every Calendar Day)

The Optional Notice Production & Servicing, Production Cycle Commencement on Every Calendar Day CLINs are used to cover the costs associated with processing, sorting, and if mailed, printing, folding, inserting and delivery of a notice to (or pick-up by) the USPS on any days not specified as mandatory under in Section C.5.1. The cost of paper and envelopes shall not be included in the Contractor's price for these CLINs. If electronic transmission is used, preparing a notice for electronic transmission to an entity shall be billable under this CLIN. All costs shall include the preparation of the Certificates of Notice; preparing appropriate USPS reports; and preparing all daily and monthly reports to the court site(s) and COTR. The unit prices shall also include all costs associated with quality control. The Contractor shall provide the unit price for each category separately.

All costs associated with Electronic Bankruptcy Noticing (EBN) marketing and customer support shall be billed under CLINS 9010-9011 (EBN Marketing Specialist), CLIN 9014 (EBN Customer Support Representative) and CLIN 9015 (EBN Customer Supervisor).

CLINs 3007 - 3008 shall be used to define the costs for preparing notices for mailing by the USPS.

CLIN 3009 shall be used to define the costs for preparing notices for electronic transmission to an entity.

e. CLIN 4001 PDF Certificate of Notice

The PDF Certificate of Notice CLIN shall be used to define the costs for preparing for electronic transmission of notice service information, including the PDF Certificates of Notice and electronic batch information files, to each court location in accordance with Section C.5.4.3.

f. CLINs 5001, Postage

The Postage CLIN is used to cover the costs for foreign mail postage and unqualified domestic mail (metered). The Contractor will invoice the Government for the actual USPS charge only for such mail under this CLIN. No dollar amount shall be inserted into unit price field for this CLIN. Also, permit postage is paid by the Government directly to the USPS and the cost shall not be included in this CLIN.

g. CLINs 6001, Paper Cost

_____ The Paper CLIN is used to reimburse the Contractor for the cost of providing paper. The Year One Unit Price provides pricing for the first contract year. This price is subject to an

annual adjustment based on the current Bureau of Labor Statistics, Consumer Price Index.

h. CLINs 7001 - 7002, Delivery Charges
CLIN 7010 - Administrative Service Charge for Government Overnight Delivery Service
(Exception Based)

The Delivery Charges CLINs 7001 and 7002 are used to cover the costs associated with mailing/delivery of Certificates of Notice, court copies of notices, magnetic media, and reports to the court sites and COTR. These CLINs will be used on an exception basis in the event the originating Government location is required to exercise contingency plans (C.6.6). The Contractor will utilize the Government's overnight delivery service. The unit price for these CLINs will be provided under the then current Government overnight delivery contract. The Contractor will be reimbursed for these costs at the contract rate in effect at that time. No dollar amount or totals shall be added into the total price for these CLINs.

CLIN 7010 pricing shall be provided to reimburse the Contractor for the administrative cost of preparing each package to be mailed to courts.

These CLINs are not subject to the discount offered by the Contractor in CLIN 20001.

i. CLINs 8001 and 8003, Contractor Furnished Envelopes

The Contractor Furnished Envelopes CLINs are used to cover any cost associated with supplying the envelopes. Any cost for addressing/preparing the envelopes/mailers for mailing shall be included in CLINs 3001 - 3002, and 3004 - 3005. The Year One Unit Price provides pricing for the first contract year. This price is subject to an annual adjustment based on the current Bureau of Labor Statistics, Consumer Price Index. If the Contractor will not be utilizing envelopes for mailings, enter "N/A" in CLINs 8001 and 8003.

j. CLINs 9001 - 9015, Technical Support Services

The Technical Support Services CLINs are used for the fixed labor rates for each labor category defined in Section J, Attachment 22. These rates will be used as the basis for developing and evaluating proposed pricing for task orders as described in Section H.10 and to bill the Government for EBN marketing (C.4) and customer support services (C.5.5.1). Note: These CLINs shall not be used for one-time set-up charges billable under CLIN 1001 or eligible initial development reimbursement charges billable under CLIN 20002.

k. CLINs 10001 - 10002, Extended User Telephone Support (Exception-Based)

The Extended User Telephone Support CLINs are used for the costs associated with providing extended periods of support beyond the operating hours specified in Paragraph C.5.5.1. The service shall be provided on an exception basis and at the request of the Government. CLIN 10001 is for extending user telephone support two (2) consecutive hours. CLIN 10002 is for extending user telephone support six (6) consecutive hours.

l. CLIN 10010 - 10011 - Direct Costs (Not Subject to Discounts)

The Direct Costs CLIN 10010 is used to reimburse the Contractor's actual costs for providing necessary communications lines, bandwidth, servers, and server maintenance fees for operating the BNC program. If the Contractor shares bandwidth, communications and servers with other programs, the Government shall only be charged for the portion associated with operation of the BNC program. This CLIN is also used to reimburse eligible Contractor travel expenses as approved by the COTR. All travel must be coordinated and approved in advance by the CO and/or COTR in compliance with the Judiciary Travel Regulations (JTR). This CLIN is not subject to the discount offered by the Contractor in CLIN 20001.

The Miscellaneous Adjustments CLIN 10011 is used to account for miscellaneous credits and debits associated with court monthly billing discrepancy reports. In addition, the Contractor shall use this CLIN for any payment reductions for its failure to meet established acceptable performance levels established in the Performance Requirements Summary document, Section J, Attachment 23.

m. CLIN 20001 - Discounts

The Discount for Single Payment shall be offered by the Contractor if the Government chooses to provide the Contractor the option to submit a single payment invoice to the COTR in place of requiring the Contractor to send separate invoices to each court location for review and payment. Should the Government choose the single payment invoice option, the Contractor is not relieved of providing all necessary billing reports to the COTR and each originating Government location as defined in Section G.3. (See also Section G.5)

n. CLIN 20002 - Initial Development Expense

The Initial Contractor Development Expense Reimbursement CLIN shall be used by the Contractor to invoice the Government for initial development costs incurred to operate the BNC program. The Contractor shall provide the Government a fixed price for the development of all software, systems, technology, documentation and other items or services necessary to perform the requirements of the contract. The Government will pay actual costs not to exceed 10 percent above the proposed development price. The Contractor shall invoice the Government annually for an amortization period of the first

three (3) years of performance under this Contract, subject to annual review and/or the Government's extension of annual contract renewal options, if applicable.

Should the Government choose not to exercise the first or second option years, the Contractor Development Expenses shall be billed by the contractor at the end of the base of first option year period, as applicable. All costs billed shall be detailed and provide documentation to substantiate approved reimbursable costs. (See Section L.8.4.2.e)

o. CLIN 20003 - Award Fee Payment

The Award Fee Payment CLIN shall be used for annual payments by the Government for contractor performance as established in the Award Fee Plan, Section J, Attachment 25. Payments under this CLIN are not subject to the Discount for Single Payment CLIN 20001.

TABLE B-1 - UNIT PRICES

NOTE: TABLE B-1 is provided separately for Contractor convenience in an Excel Spreadsheet - TABLE B-1, Unit Prices.

SECTION C

DESCRIPTION / SPECIFICATION / PERFORMANCE WORK STATEMENT

TABLE OF CONTENTS

C.1 INTRODUCTION 11
C.1.1 Background 11

C.2 CURRENT PROGRAM OPERATIONAL OVERVIEW 13
C.2.1 Current Mailed Notice Processing by the Bankruptcy Noticing Center Contractor
..... 14
C.2.2 Current Electronic Bankruptcy Notice Processing by the Bankruptcy Noticing
Center Contractor 17
C.2.2.1 Electronic Data Interchange 18
C.2.2.2 Facsimile Noticing 18
C.2.2.3 Electronic mail with PDF attachment 18
C.2.2.4 Electronic mail containing hyperlink 19
C.2.3 Other Production Output Generated by the Bankruptcy Noticing Center
..... 19
C.2.4 General Definitions 20
C.2.5 Acronyms 20

C.3 PERFORMANCE WORK STATEMENT (PWS) 20
C.3.1 BNC Initiative Objective 20
C.3.2 Operational and Economic Efficiencies 20

C.4 PWS SCOPE AND PURPOSE 21

C.5 BANKRUPTCY NOTICING CENTER MANDATORY SPECIFICATIONS 22
C.5.1 Government Output 22
C.5.1.1 Notice Formats Processed by the Bankruptcy Noticing Center .. 23
C.5.1.1.1 Notices Containing Social Security Numbers 24
C.5.1.1.2 Support of Stored Forms 24
C.5.1.2 Confirmation of Receipt of Government Output 25
C.5.1.2.1 Government Output Transmitted through CM/ECF 25
C.5.1.2.2 Government Output Transmitted by E-mail and/or Paper 26
C.5.2 Government Output Volume Estimates 26
C.5.2.1 Average Bankruptcy Notice Event File Size 26
C.5.2.2 Annual Volume Estimates 26
C.5.2.3 Increases in Daily Workload and Annual Growth 26
C.5.3 Addressing of Notices 27

C.5.3.1	Compliance with USPS Regulations	27
C.5.3.2	National Creditor Registration Service	28
C.5.3.2.1	National Preferred Addresses Maintained by the Contractor.	28
C.5.3.2.2	Case Specific Exceptions	29
C.5.3.2.3	CM/ECF Interface with NCRS	30
C.5.3.3	Eliminating Duplicate Notices to Addressees	30
C.5.3.4	Bypassing Incomplete Addresses	31
C.5.3.5	Discrepancy between Paper Notice and Recipient List	31
C.5.3.6	Exception Reporting	32
C.5.4	Notice Transmission and Reporting Deadlines	32
C.5.4.1	Means of Transmission of Notice	32
C.5.4.2	Formatting of Notices	32
C.5.4.3	Certificate of Notice	33
C.5.4.4	Accounting for Notices Produced	33
C.5.4.5	Daily Batch Summary Report and Contractor's Certification of Accuracy	33
C.5.4.6	Electronic Notice Service File	34
C.5.4.7	Production and Notice Summary Information	34
C.5.5	Customer Service	35
C.5.5.1	Customer Help Desk Support	35
C.5.5.1.1	Extended User Telephone Support Hours	35
C.5.5.2	BNC Intranet	35
C.5.5.3	Customer and Notice Recipient Surveys	36
C.5.5.4	Training	37
C.5.6	Cost-Effectiveness	37
C.6	CONTRACTOR MANAGEMENT	37
C.6.1	Management Plan	37
C.6.1.1	Project Management	39
C.6.1.1.1	Responsiveness	39
C.6.1.1.2	Contract Number	40
C.6.1.1.3	Meetings, Conferences and Briefings	40
C.6.1.2	Personnel	40
C.6.1.3	Personnel Training	41
C.6.2	Contractor Administration	41
C.6.2.1	Phase-In and Phase-Out Periods	41
C.6.2.1.1	Phase-in Period	41
C.6.2.1.2	Phase-Out Period	42
C.6.2.2	Records and Files	43
C.6.2.3	Miscellaneous Management and Technical Information	43
C.6.2.4	Security Plan	43
C.6.3	Quality Control	43
C.6.3.1	QC Plan	44

C.6.3.2	Web-Accessible Customer Comment and Complaint Program	44
C.6.3.3	QC Files	45
C.6.3.4	Effectiveness of Contractor QC Program	45
C.6.4	Performance Evaluation Meetings	45
C.6.5	Quality Assurance	45
C.6.6	Contingency Plan	46

SECTION C

DESCRIPTION / SPECIFICATION / PERFORMANCE WORK STATEMENT

C.1 INTRODUCTION

The Administrative Office of the U.S. Courts (hereinafter known as either the AO or Government) requires the Contractor to provide services for a Government program, hereinafter known as the Bankruptcy Noticing Center (BNC), and support services for the production and transmission of notices for the United States Bankruptcy Courts (Bankruptcy Courts). The services provided by the BNC program include, but are not limited to, receiving bankruptcy case-related data in electronic format, producing bankruptcy notices, distributing notices through the United States Postal Service (USPS) and by electronic transmission in the most cost-efficient, timely and effective manner, and providing program-related reports to the AO and Bankruptcy Courts.

The volume of work depends on the number of bankruptcy cases filed and the number of Bankruptcy Courts that use this program. Presently, 90 Bankruptcy Courts utilize the BNC as detailed in Section J, Attachment 1.¹ At this time, it is estimated that the number of notices prepared and served by the Bankruptcy Courts in Fiscal Year 2007 (October 1, 2006, through September 30, 2007) will be approximately 105 million. Historical volume information and program cost information is detailed in Section J, Attachment 2. Projected volumes are provided in Section B.

The Contract is a fixed price, indefinite delivery indefinite quantity Contract (IDIQ). This requirement will be a performance-based Contract with an award fee incentive.

C.1.1 Background

Title 11 of the United States Code [11 U.S.C. § 101 et. seq.] (Bankruptcy Code), the Federal Rules of Bankruptcy Procedure (Bankruptcy Rules) and each Bankruptcy Court's local rules and customs require Bankruptcy Courts to notify all interested parties of the filing of a bankruptcy case and to provide notice of certain subsequent events. A notice is a legal document that informs interested parties of the filing of a petition and of significant events subsequent to the filing of a case.

The process of producing and preparing notices for transmission is done by the Bankruptcy Court staff and other entities, such as Contractors, debtors, attorneys and trustees. Under a Contract managed by the AO, the BNC electronically retrieves data from participating courts' case management systems and automates the printing, addressing, batching and mailing

¹Does not include the Districts of the Virgin Islands, Guam and the Northern Mariana Islands, which are United States District Courts that accept and process bankruptcy case filings.

process. The BNC is able to generate notices at a fraction of the time and cost that would be required if produced by local courts. Since its introduction in 1994, the BNC program has saved the Judiciary over \$67 million in noticing costs and has improved service to the Bankruptcy Courts and notice recipients.

The BNC interfaces daily with the Bankruptcy Courts' Case Management/Electronic Case Files (CM/ECF) system to retrieve notices, provides courts with address lists for local court noticing requirements, and returns to the court a full accounting of work done on the courts' behalf. Courts maintain case documents electronically through CM/ECF which provides each court the option of receiving case documents (e.g., pleadings, motions, petitions) filed with the court over the Internet. Presently, CM/ECF operates on the Linux platform with a relational database. See Section J, Attachment 3 for a description of CM/ECF. The BNC exchanges information with each court system on a daily basis based on the program's Production Cycle and reporting requirements. Registered CM/ECF users, primarily attorneys, may receive an e-mail notification of case activity from CM/ECF as the sole form of notification based on court preference.

The addresses for the notice recipients are obtained by the Bankruptcy Courts from official case documents filed with the courts. Prior to notice production, the Contractor cross-references the Bankruptcy Courts' preferred address database, maintained by the Contractor, to identify notice recipients that have registered a preferred USPS or electronic address to receive notices, and redirects notices to the preferred address pursuant to § 342(f) of the Bankruptcy Code and Bankruptcy Rules 2002(g)(4) and 9036. The Contractor provides the Bankruptcy Courts with Certificates of Notice and other reports that specify notice production activity for each case notice event transmitted to the BNC.

The Electronic Bankruptcy Noticing (EBN) initiative is operated through the BNC program. EBN was introduced as an innovative money-saving alternative to USPS-based bankruptcy paper noticing. EBN eliminates the production and mailing of traditional paper notices, and associated postage costs, while speeding public service of the notices. Available options include Internet e-mail and fax services, and Electronic Data Interchange (EDI) for large volume notice recipients. In FY 2006, approximately 15 million notices were sent electronically. Participation in the EBN program by creditors or other recipients is voluntary. Additional program growth is expected in the near future through administrative and rules-based initiatives recently adopted. Expansion of the EBN program is a high priority of the Bankruptcy Courts. The Contractor's involvement as the Government's marketing agent and technical expert is critical to the program's success.

The Bankruptcy Courts are expected, but not required, to use the BNC. However, not all noticing is conducted through the BNC program. Guidelines issued by the Judicial Conference of the United States (Judicial Conference) encourage delegation of court noticing functions to case parties where practical, e.g., noticing performed by noticing agents appointed and paid for by the estate in large reorganization bankruptcy cases. Bankruptcy Courts may also send notices locally

for emergency or special situations, or as needed.

C.2 CURRENT PROGRAM OPERATIONAL OVERVIEW

The BNC program has served the Bankruptcy Courts' noticing needs for more than a decade. The BNC's primary purpose is to save the Judiciary money by centrally producing and transmitting electronic and paper notices for all of the bankruptcy courts. The BNC operation encompasses customer service to courts and notice recipients, and has evolved to provide sophisticated recipient address management options and support for noticing stakeholders. The Contractor works closely with the AO and the courts, and the Contractor's systems interface with CM/ECF, to ensure notices are retrieved correctly and timely from the courts, generated and addressed accurately, electronically rendered in the proper format for EBN recipients and inserted into the correct envelope for paper recipients, and transmitted on-time. The Contractor electronically returns an accurate Certificate of Notice in a timely manner. The BNC Contractor also manages inconsistencies in forms, multiple address variations and bounced-back e-mails. The scope of the BNC program has been expanded to provide a full-range of customer service-oriented features, in addition to notice production activities, resulting from multiple operational, statutory and rules-driven enhancements requested by the Government.

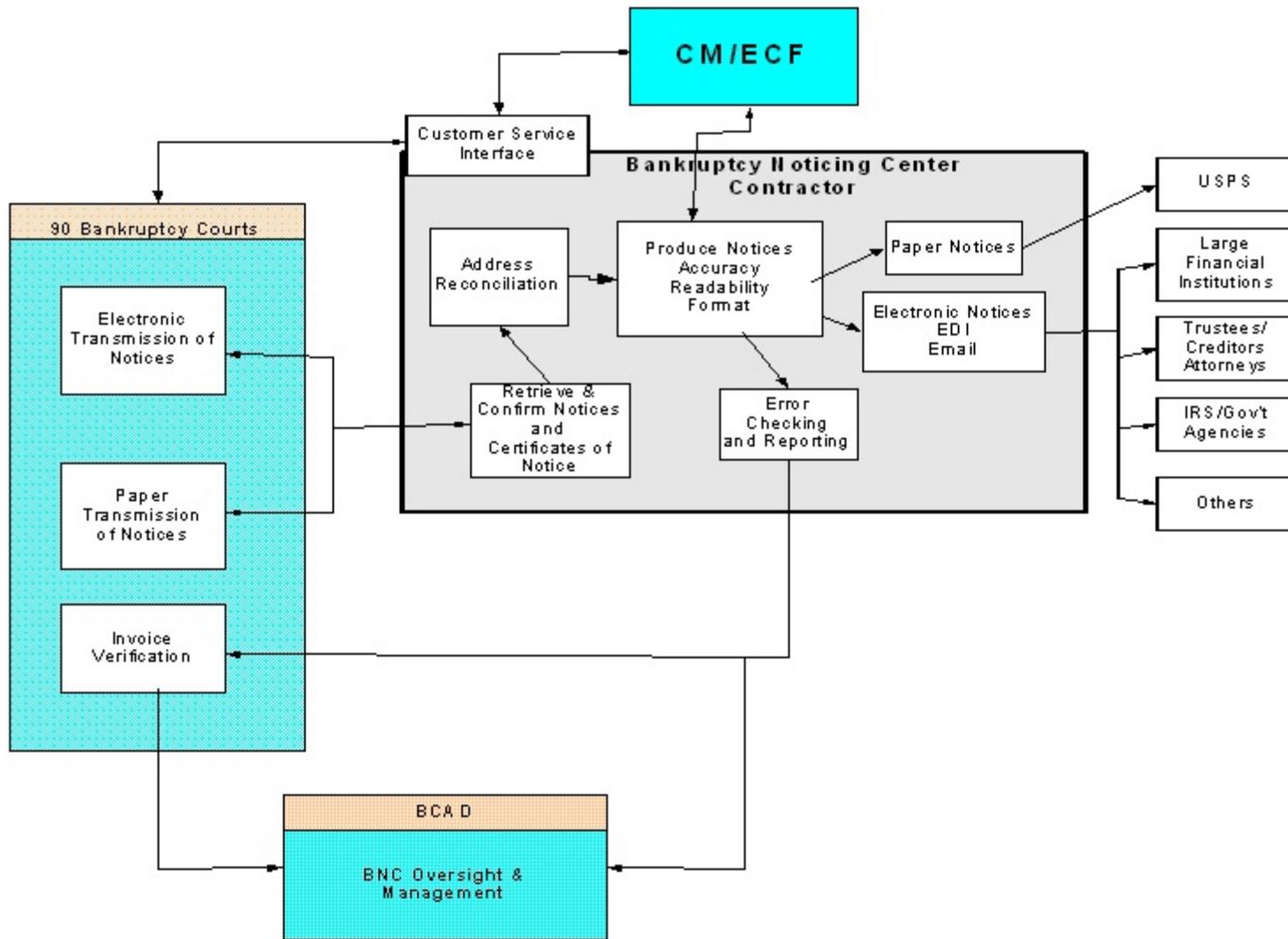
The flowchart on page C-15 depicts current processing within the BNC program. A brief review of the BNC process follows for illustrative purposes. The program is organized around a "Production Cycle." A Production Cycle is defined as the time between a scheduled notice retrieval time for Government output by the Contractor from an originating Government location on a Government business day, and both the delivery of resulting notices to the USPS that fully meet the requirements of Section C.5.4, and, if electronically transmitted pursuant to Section C.5.4.1, the time an electronic notice is transmitted. The beginning of the schedule is staggered across all of the courts based on court preference. Typically, near the end of a Government business day in any district, the court will run an automated process to collect all of the notice events for all cases for that day. The courts then post the notice output to a specific directory on their respective public access servers for collection by the Contractor at the scheduled retrieval time.

The BNC Contractor retrieves this information, validates the data through a quality assurance test, and creates any error reports. When discrepancies are found, customer service agents interact with the courts to resolve the issues. If needed, the data retrieval can be rescheduled. Once the output is reviewed, the BNC Contractor begins to process the data based upon recipient preference (electronic or mail). The Contractor identifies all addresses in the courts' data and determines the delivery method based upon the combination of recipient name and address.

C.2.1 Current Mailed Notice Processing by the Bankruptcy Noticing Center Contractor

For printed notices, the Contractor accurately prints the notices from the PDF files retrieved from the court and any Contractor-stored forms. The Contractor considers several

Figure 1 - Bankruptcy Noticing Center Program Process Flow



factors when producing the paper, including the number of pages for the notice and any graphical elements included in the file. Once the notice is produced on paper, it is quality checked for accuracy, format, readability, paper quality and address validity.

The Contractor ensures that each notice to be mailed is correctly inserted into an envelope/self-mailer. Also, the Contractor employs methods to insert multiple notices to the same addressee (termed "multi-stuffing") into a single envelope/self-mailer in order to maximize postage savings. The Contractor complies with all postal regulations to maximize presort postal discounts such as:

1. Placing a bar code on mail pieces that match the printed five- or nine-digit zip code in the outgoing address on the envelope;
2. Inserting missing ZIP codes or replacing incorrect ZIP codes;
3. Complying with all USPS regulation changes, including the recent modifications to Delivery Point Validation and Locatable Address Conversion System Link procedures; and,
4. Identifying and supporting future postal regulation changes.

Generally, the Contractor prints the address as provided by the court. The Contractor adds the ZIP+4 code if no zip code is provided. In order to comply with USPS regulations, and to maximize postage savings, the Contractor can change the ZIP code that is provided to match the correct zip code identified through the U.S. Postal Service Coding Accuracy Support System (CASS), if different. The Contractor adds the last four digits to complete the ZIP+4 code, when the original five digits are correct. The Contractor prints the postal delivery bar code using the CASS certified correct address.

If the Contractor's addressing process requires the printing of additional sheet(s) or side(s) to accomplish multi-stuffing, the Government is not billed for such sheet(s) or side(s). The Contractor uses the return address specified by the court, except that the address is verified to ensure it meets the standards of the USPS Domestic Mail Manual. If the return address is invalid as determined by CASS certified software, the Contractor uses the return address specified for multi-stuffing. The originating Government location has the option of having returned mail sent to the originating Government location, debtor, debtor's attorney, or plaintiff's attorney (in adversary proceedings).

If an addressee is provided multiple notices, each having a different return address, the Contractor uses its own return address and mails all such notices to the addressee in a single envelope/self-mailer, shipping bag, or carton even if from multiple originating Government locations and/or districts. However, should the mail be returned, the Contractor uses the preapproved method to forward returned mail to the Bankruptcy Courts, or to return each

individual notice(s) to the address specified by each court with appropriate transmittal documentation.

The Contractor supports the preferred creditor address requirements under §§ 342(e) and (f) of the Bankruptcy Code. The Contractor redirects notices to a creditor's national preferred mailing address as required by § 342(f) of the Bankruptcy Code. However, the Contractor also ensures that any case-specific preferred address flagged by CM/ECF, pursuant to § 342(e) of the Bankruptcy Code, is used as that creditor's address for that case. These features provide more efficient and accurate notification to notice recipients while reducing the Judiciary's postage expenses. All administrative responsibilities associated with these features, including management and maintenance of the preferred creditor address database, are the Contractor's responsibility.

C.2.2 Current Electronic Bankruptcy Notice Processing by the Bankruptcy Noticing Center Contractor

As the Government's preferred alternative to the paper production process, the Contractor electronically transmits approximately 14 percent of the total notice volume through the Electronic Bankruptcy Noticing (EBN) program. Any improvements to the electronic delivery methods that reduce the total number of paper notices should result in significant savings to the Government. Accordingly, continued growth of the EBN program is a high priority of the Government.

The Contractor is responsible for marketing EBN to notice recipients. Currently the EBN program provides the capability for notice recipients to receive electronic transmission of notices using: 1) Electronic Data Interchange (EDI); 2) facsimile (fax) transmission; 3) e-mail with attachment in Adobe PDF format; or 4) e-mail containing a hyperlink to the PDF-formatted electronic notice. The electronic transmission of notices is permitted only upon written request of the entity entitled to receive the notice. Through the National Creditor Registration Service (NCRS), the Contractor manages all aspects of the EBN program on behalf of the Bankruptcy Courts. The NCRS provides direct contact with EBN subscribers through a toll-free customer support line, and maintains subscriber name and address lists used for re-directing notices to the appropriate electronic address. The Contractor provides Bankruptcy Courts with web access to the EBN noticing partner database.

The Contractor reviews the Bankruptcy Courts' daily notice output to determine which notices will be transmitted electronically to EBN subscribers. See Section J, Attachment 4, for sample EBN Noticing Agreements. By comparing the notice mailing lists with the NCRS database, the Contractor determines whether a particular notice recipient has requested electronic notice delivery.

Exact match duplicate incoming addresses of EBN subscribers within a notice event are listed as duplicates in the bypassed recipients section of the Certificate of Notice. When names and addresses of EBN subscribers are not exact matches within a notice event, individual

electronic notices are transmitted to the EBN subscriber for each name and address combination listed on the mailing list.

The Contractor provides redundant paper and electronic notices for a limited period of time to assist subscribers and to facilitate a successful transition from paper to electronic-only processing. During the redundant period, a paper copy of the notice is sent to the subscriber to allow for testing, software configuration and internal process changes. The Government determines the duration of this period.

The types of EBN services currently offered are described below.

C.2.2.1 Electronic Data Interchange

Electronic Data Interchange (EDI) notices are formatted in accordance with the ANSI ASC X12 Court Notice transaction set standard as detailed in Section J, Attachment 5. Variable notice information is provided to the recipient. EDI notices are transmitted through a Government-designated gateway to the recipient's account. EDI is designed for creditors that elect to receive bankruptcy notice information as a data stream.

C.2.2.2 Facsimile Noticing

The Contractor converts notice files to imaged documents suitable for sending by fax transmission to registered noticing partners. The service is particularly suitable for mid-size and smaller creditors. The Contractor includes one fax cover sheet per recipient for all notices from the same district showing the name and address of the recipient, case number, form code, originating district or office, date and the total number of pages included in the fax. The Contractor provides for a customizable fax cover sheet for each district. A notice or combined fax job cannot exceed 30 pages. Should this occur, the job is broken into segments containing no more than 30 pages.

C.2.2.3 Electronic mail with PDF attachment

The BNC program provides several options for subscribers to receive e-mails with PDF attachments of the notice:

1. An e-mail that has a single PDF file attachment containing multiple notices. (Example: 20 notices would be included in one (1) PDF file and sent in one (1) e-mail as an attachment). If a method is not chosen on the Noticing Agreement this will be the method used.
2. A single e-mail for each notice, with one PDF file attachment per e-mail. (Example: 20 notices would be sent as 20 e-mails, each e-mail with one PDF file attachment).

3. An e-mail that has multiple PDF file attachments, each attachment containing one (1) notice (limited to 25 per e-mail). (Example: 20 notices would be sent as one (1) e-mail with 20 PDF file attachments).

Due to the uncertainty of sending large attachments through Internet e-mail, attachment sizes are limited to two (2) megabytes (MB). The subscriber's Internet Service Provider (ISP) or e-mail server must have the capability of providing an automatic electronic acknowledgment upon receipt of each e-mail to ensure that the notice attachments were delivered.

Notices are combined into one PDF attachment of up to two (2) MBs in size. Any e-mail notice requiring a file attachment over two (2) MBs is separated into multiple e-mail messages with notice attachments no larger than the maximum size.

C.2.2.4 Electronic mail containing hyperlink

Subscribers can choose to receive e-mail containing links to a PDF version of the notice in place of paper. All notice types can be sent by E-mail Link. Three subscriber options are available:

1. Single e-mail, per day and court, with a list of links to individual PDF files for each notice to the subscriber for that day (limited to 25 per e-mail); or
2. Multiple e-mails per day, with each e-mail containing a single link to a single PDF file for each notice transmitted to the subscriber for that day, separated by court; or
3. A single daily e-mail with a link to one (1) PDF file that contains a compilation of all the notices transmitted to the subscriber for that day, separated by court.

C.2.3 Other Production Output Generated by the Bankruptcy Noticing Center

The Contractor generates other output associated with notice production, including production and billing reports, electronic certificates of notice that are automatically docketed by Bankruptcy Courts to the CM/ECF case record, and reports documenting production problems. Requirements for these and additional outputs are described in the appropriate sections that follow the Performance Work Statement (PWS).

C.2.4 General Definitions

See Section J, Attachment 6.

C.2.5 Acronyms

See Section J, Attachment 7.

C.3 PERFORMANCE WORK STATEMENT (PWS)

C.3.1 BNC Initiative Objective

This PWS is a performance-based requirement for a Contractor facility and support services for the production and transmission of notices for the Bankruptcy Courts. Services include receiving bankruptcy case-related data in electronic format, producing accurate and complete bankruptcy notices, distributing notices through the USPS or electronic transmission in the most cost-efficient, timely and effective manner, and providing program-related reports to the AO and Bankruptcy Courts. The Contractor shall also provide customer service and support on all required BNC program requirements to court personnel, notice recipients and current and prospective EBN and NCRS program participants.

The Contractor shall meet all the service, feature, technical, management and operational requirements specified in this PWS.

C.3.2 Operational and Economic Efficiencies

The Contractor shall perform the required elements so as to achieve operational and economic efficiencies, including:

1. Minimizing paper production, physical processing and postage costs through utilization of electronic technology and transmission to the maximum extent possible;
2. Minimizing the instances in which redundant paper notice is mailed to electronic notice recipients;
3. Minimizing the number of pieces mailed through the USPS;
4. Maximizing postage savings; and,
5. Providing monthly reports to the Government detailing all savings achieved through the BNC program and any other means identified by the Contractor and

approved by the Government.

C.4 PWS SCOPE AND PURPOSE

The purpose of the BNC Contract is to provide reliable and cost-effective notice preparation, transmission and delivery of notices from the Bankruptcy Courts to all intended recipients with an emphasis on electronic delivery. The Contractor shall:

1. Submit plans to shift the Bankruptcy Courts' noticing program from a predominantly paper process to a predominantly electronic process through marketing and outreach to notice recipients and continue to provide recommendations to develop cost-effective electronic program enhancements and services that appeal to notice recipients;
2. Ensure the correct addressing of notices so that each notice reaches the intended BNC recipient;
3. Effect timely, complete transmission and delivery so that each notice is sent or mailed within the mandated or specified deadline;
4. Provide support services for all originating Government locations, including: problem notification and resolution, training that covers all aspects of BNC operations, web access to all court-related production reports and related information, to include any new processes added to the BNC operation, data quality services, information technology services and document preparation services;
5. Provide support services to electronic and preferred address notice recipients to ensure that notice is transmitted in the appropriate format to the specified address;
6. Achieve operational and economic efficiencies described in Section C.3.2;
7. Effectively manage the transition to a new BNC Contract, at both the award and conclusion phases of this contract, whether the contract is retained by the incumbent, transferred to another vendor, or assumed by the Government; and,
8. Maximize future advances in technology to reduce program costs and improve the ease-of-use and performance of the BNC for all participants.

The Contractor shall provide all administrative and functional supervision, personnel, equipment, tools, materials, software, systems, technology, documentation and other items or services necessary to accomplish this work. The Contractor shall perform all work assigned to the standards specified in the contract, or, in the absence of a specific standard, to the best

practice standards currently prevailing in the industry. Following issuance, publication or deployment by the Contractor, the Contractor shall deliver to the Government within 30 days, all Government-accepted deliverables including memoranda, records, reports, computer programs, data and inventions developed by the Contractor under the contract. The Government will have unlimited rights to all Government-accepted deliverables first produced under this contract.

The Contractor shall meet all the service, feature, technical, management and operational requirements specified in this contract. The Contractor shall manage and operate the BNC, inclusive of all operations, project management, quality assurance and quality control, contingency planning and security measures and controls. After approval by the Contracting Officer (CO), the Contractor shall draft and provide to the Bankruptcy Courts documentation of procedures required for using BNC services as set forth in Section C.5.5.4. The Contractor shall assume total responsibility for all requirements stated herein on the commencement date of the performance period.

C.5 BANKRUPTCY NOTICING CENTER MANDATORY SPECIFICATIONS

C.5.1 Government Output

The Government anticipates one (1) retrieval of Government output (notices and accompanying address lists) per Government business day from each originating Government location. However, the Contractor shall provide the capability for additional scheduled and unscheduled retrievals per day. Each originating Government location may change its business day hours or pick-up time upon notification to the Contractor. The Contractor shall process and transmit accurately all notices contained in a Government business day's output within a Production Cycle as defined in Section C.2 and Section J, Attachment 6.

On an exception basis, the Courts may also create Government output on non-Government business days. In its proposal, the Contractor shall detail its procedure for retrieval of such output. Output retrieved on a non-Government business day will not commence a Production Cycle, but instead the Production Cycle for such output shall commence on the Government business day that immediately follows its receipt.

The Contractor shall electronically retrieve Government output from the CM/ECF server address specified by each originating Government location, and do so on each Government business day unless the Contractor will retrieve Government output and commence a Production Cycle on every calendar day. If the Contractor will commence a Production Cycle on every calendar day, it is anticipated that volumes will be low on weekends and Federal holidays.

The primary retrieval method is through the https secure transaction protocol. The Government reserves the right to require electronic retrieval from multiple servers per originating Government location. The Government will not accept any retrieval method that requires changes to its established CM/ECF interface software and related processes or operating system.

Under special limited circumstances, such as during Government server outages, Government output may be submitted to the Contractor by Internet e-mail, and the Production Cycle for such output shall commence upon the Government business day of receipt.

On an exception basis, the Contractor shall accept Government output provided on paper, and the Production Cycle for such output shall commence on the Government business day of receipt. The Contractor shall have the ability to merge and simultaneously process all output retrieved by all retrieval methods on the same Government business day.

The retrieval details for each originating Government location will be provided at contract award.

C.5.1.1 Notice Formats Processed by the Bankruptcy Noticing Center

Each case notice event provided by an originating Government location through CM/ECF consists of a completely formatted PDF file or instruction to print a Contractor-stored form and an address file. A standard set of official bankruptcy forms is mandated by the Judicial Conference. Each bankruptcy court may modify the forms to conform with local rules and customs. The Contractor will only be responsible for supporting stored forms specified in Section C.5.1.1.2. With the exception of the forms specified in Section C.5.1.1.2, all notices retrieved by the Contractor from the originating Government locations will be preformatted in their entirety.

Section C.5.4.2 and Section J, Attachment 8, contain the minimum Adobe version, Acrobat functionality, fonts and file formats that shall be supported by the Contractor. The Contractor shall specify:

1. Any additional font types and point sizes that it will support;
2. Support plans for future Adobe upgrades;
3. Plans for identifying improperly formatted PDF documents; and,
4. Plans for advising third-party software vendors of known PDF formatting deficiencies.

If the PDF document dimensions are larger than 8.5 x 11 but smaller than 9.5 x 12, the Contractor shall scale the PDF to fit on an 8.5 x 11 sheet of paper.

C.5.1.1.1 Notices Containing Social Security Numbers

The Contractor shall comply with any Judicial Conference policy on privacy and public access to electronic case files for bankruptcy courts. In accordance with current policy, the courts transmit two PDF files to the Contractor when the notice template includes Social Security Number (SSN) properties and the notice is a Bankruptcy Code § 341(a) meeting notice. The first file contains the full SSN to send to address list recipients. The second file contains a "court copy" version of the notice with a redacted SSN displaying only the last four (4) digits. The Contractor transmits to the creditors the first file containing the complete SSN. The Certificate of Notice, as defined at Section C.5.4.3, transmitted to the court for docketing, includes a copy of the second file. The Contractor provides to the court access to the redacted creditor version of the notice through a secure web site, more fully described in Section C.5.5.2

The Contractor, after obtaining Government approval, shall implement its plan for promptly notifying debtors, in writing by first class mail, postage prepaid, should debtors' names and Social Security Numbers be released in error to unintended parties. At a minimum, the plan shall offer credit monitoring services for a period of one year from debtors' activation of credit monitoring services, which shall be provided at the Contractor's expense. Debtors shall be given a minimum of 30-calendar days from the post-marked mailing date of the written notification to activate the offered credit monitoring services. The plan shall acknowledge that notification to affected debtors will be issued within five (5) business days of the Contractor's discovery of an inadvertent violation of the Judiciary's privacy policy and related rules and laws. For each occurrence, the Government will provide the Contractor with approved text that shall be used for notifying affected debtors. All follow-up action under the Contractor's plan shall be performed in addition to the required follow-up activities required under Section F.7, Liquidated Damages.

C.5.1.1.2 Support of Stored Forms

The Contractor shall provide the capability for originating Government locations to store and modify form templates, such as the Official Form B10 (Proof of Claim or B10) and the Director's Procedural Form B 210B (Notice of Transfer of Claim Other Than for Security or B 210B). The Contractor shall maintain a configuration file of court information that may be included on a form. The data shall include name of the Clerk of Court, court address and court telephone number. In addition, the mail data may be inserted on the notice.

For the B10, the Contractor shall match the form with other forms as specified by each Bankruptcy Court that uses a Contractor-stored B10. The Contractor shall insert recipient-specific information, including Bankruptcy Court district name, case number, name of debtor, creditor name and creditor identification number, as specified by each originating Government location. The Official Form B10 and specifications are detailed in Section J, Attachment 9. The Contractor shall attach the B10 to other forms as specified by each originating Government location, whether the national or modified version of the form is specified by each originating

Government location including unique specifications at the District and Divisional office level, or by Judge. The CM/ECF file structure is detailed in Section J, Attachment 10.

For the B 210B, the Contractor shall follow instructions provided by the court so that recipient unique data regarding the transferor is provided on each notice. The B 210B and specifications for preparing the recipient and court copies of the B210B are detailed in Section J, Attachment 11.

A court may also require additions, replacements and/or modifications to the Contractor-stored forms. The Contractor shall make the changes and provide an electronic draft to the court for approval within three (3) Government business days of the court's transmission to the Contractor. Corrections resulting from Contractor error shall be made within one (1) Government business day after notification by the court. The Contractor shall not place customized stored forms into production until approved by the Court. Corrections are defined as errors by the Contractor in making the original additions, replacements and/or modifications. Any new additions, replacements and/or modifications requested by the court will begin a new time cycle.

In addition, the Contractor shall respond to new rules-based form changes when required by the Government. New Judiciary rules requiring a global change to the stored national form templates will be presented to the Contractor by the AO. The Contractor shall make the changes to the stored templates within ten (10) calendar days. During the Government's implementation of the change, the Contractor shall have the capability of providing service to the courts that use the stored national form templates and those that use customized stored form templates.

The Contractor shall ensure that stored form language may be customized to meet specifications defined at the District and Divisional office level or by a Judge.

C.5.1.2 Confirmation of Receipt of Government Output

Within 30 minutes of receipt of any Government output, the Contractor shall transmit electronic confirmation of receipt to the originating Government location. The Contractor shall provide its plans to immediately contact the Court if there is any evidence of a failure to receive all Government output. At a minimum, the plan shall include a provision to immediately call the primary court's primary BNC point-of-contact.

C.5.1.2.1 Government Output Transmitted through CM/ECF

The confirmation of the receipt of Government output from CM/ECF shall be based on the CM/ECF specification, as detailed in Section J, Attachment 12. The Contractor's confirmation shall include the date and time of receipt, originating Government location, number of files received, and, for each file received, the file name and number of bytes of information in each file.

C.5.1.2.2 Government Output Transmitted by E-mail and/or Paper

The Contractor shall electronically transmit a confirmation of receipt of Government output transmitted to the Contractor by e-mail and/or paper. The Contractor shall include in its confirmation at a minimum the date and time of receipt, originating Government location, retrieval method, number of notices received and the number of address lists received.

C.5.2 Government Output Volume Estimates

The Government output volume estimates are provided below.

C.5.2.1 Average Bankruptcy Notice Event File Size

1. The file size of each PDF notice transmitted to the Contractor averages approximately 40,500 bytes.
2. Each addressee consists of approximately 63 bytes of data with an average address file size of 3,351 bytes.
3. Currently, each notice is sent to an average of 17 addressees. However, the number of addressees varies from one to many thousands per notice event.

C.5.2.2 Annual Volume Estimates

The historical notice volumes for the Contractor are provided in Attachment J-2, Historical Notice Volumes and Program Costs.

C.5.2.3 Increases in Daily Workload and Annual Growth

Requirements for production capacities above the daily workload and annual growth are defined in this section.

Due to the fluctuation in the quantity of daily notice volumes, on any given day the Contractor shall have the capacity to process at least double the average daily volume of notices produced during the preceding 90 production days. The average daily workload is determined by adding total number of notices produced during the preceding 90 production days and dividing that amount by 90.

C.5.3 Addressing of Notices

The Contractor shall receive address information from the Bankruptcy Courts and verify that the format of each address is correct as provided in all subsections of this Section C.5.3. In addition, the Contractor shall maintain and update USPS-deliverable address lists periodically for the purposes of correcting and/or supplementing zip codes to ensure accuracy.

As approved by the Government, the Contractor may use additional or alternative addressing methods that promote correct delivery, provide efficiencies to the recipient and/or the Government, and comply with USPS regulations. Commingling of mail pieces from the BNC program with other non-related mail pieces is acceptable as long as the Contractor can accurately account, and certify postage charges, for postage expenses attributable to the program. Under no circumstances shall the Contractor combine bankruptcy notices with non-bankruptcy related documents to the same recipient within the same envelope or other mailing container.

C.5.3.1 Compliance with USPS Regulations

For USPS mailed notices, the Contractor shall comply with all pre-sort regulations including:

1. Adding the ZIP+4 code if no ZIP code is provided;
2. Adding the last four digits to complete the ZIP+4 when the original five digits are correct;
3. Replacing the incomplete or incorrect five-digit ZIP or ZIP+4 code with a correct ZIP+4 when it can be determined using the USPS CASS certified correct address; and,
4. Printing the postal delivery bar code using the USPS CASS certified correct address.

The Contractor shall possess and maintain expert knowledge on current and pending changes to USPS regulations and maximize postage discounts. The Contractor shall immediately notify the Government of any changes in USPS regulations or rates that require modification to BNC program mailing processes, and how the Contractor proposes to implement such changes.

The Contractor shall use penalty indicia permit mail and ensure that all envelopes are prepared in conformance with USPS regulations. The Contractor shall use metered mail for all mail not qualified by postal regulations to use penalty indicia permit mail. The Government will reimburse these charges to the Contractor. The Contractor shall account for all metered mail first class postage charges, and separately bill the Government for reimbursement. The Contractor

shall ensure that all envelopes display the following information:

1. "United States Bankruptcy Court, Official Business, Penalty for Private Use \$300."
2. "PRE-SORTED FIRST CLASS MAIL", as required by the Postal Service.
3. Mailing permit number. (To be provided at time of award.)

C.5.3.2 National Creditor Registration Service

The Contractor shall support the preferred creditor address requirements under § 342 (e) and (f) of the Bankruptcy Code and Bankruptcy Rule 2002(g)(4), along with EBN subscriber preferences, through the BNC National Creditor Registration Service (NCRS). The Contractor shall redirect notices to a creditor's preferred electronic or mailing address and also recognize case-specific preferred address exceptions flagged by CM/ECF. All administrative responsibilities associated with the NCRS, including management and maintenance of the national preferred creditor address database, shall be the Contractor's responsibility.

The Contractor shall review each incoming mailing address to determine whether the recipient had previously registered a preferred address through the NCRS. The Contractor shall propose a methodology for determining how it will identify and redirect notices to a preferred address.

With sufficient validation of the authority of the notice recipient, and proper maintenance of the resulting electronic agreements, the Contractor may implement a process by which future EBN Noticing Agreements, both NCRS and EBN subscriber, and creditor notifications of preferred address may be executed on-line. The Contractor shall propose the data entry screens, processes and validation procedures for generation of the electronic agreements. Additional operational characteristics of the EBN program are detailed in Section C.2.2.

The Government will provide current court setup, historical notice information and NCRS databases to the Contractor. The current database format is detailed in Section J, Attachment 13-1.

C.5.3.2.1 National Preferred Addresses Maintained by the Contractor

The Government will furnish forms for use by entities to register a preferred address, or addresses, with the Contractor as detailed in Section J, Attachment 4. The Contractor shall manage both the EBN and creditor preferred U.S. mailing address registration services under the NCRS.

The forms, instructions and other program-related information shall be made available on

a Contractor-provided public web site. Forms shall be available on-line for completion, submission and/or printing through the web site. For electronic noticing, the Contractor shall use the Uniform Resource Locator (URL) www.EBN.uscourts.gov. For preferred U.S. mailing addresses, the Contractor shall use the URL www.ncrsuscourts.gov. The Contractor shall obtain the Government's approval of the proposed web site content. The Government will provide access to the URLs for Contractor use following contract award.

The Contractor shall implement its method(s) for reviewing address lists submitted by courts to identify creditors and other entities that have provided a notice of preferred address for bankruptcy court notices using the methodology currently employed by the BNC program as detailed in Section J, Attachment 13-2.

The Contractor shall develop and implement a procedure for processing notices of preferred address, making modifications to name and address lists, and responding to requests to terminate mailing arrangements. All notifications to register or terminate a national preferred mailing address shall be processed not later than 30 days from receipt.

The Contractor shall support single-district, multiple-district and national address notifications filed pursuant to § 342(f) of the Bankruptcy Code. The Contractor shall thoroughly review incoming address notifications for required fields and attachments and bring any deficiencies to the attention of the filing entity.

C.5.3.2.2 Case Specific Exceptions

The Contractor shall adopt a process to recognize the CM/ECF "do not change address" flag (CM/ECF flag) for specific addresses in a case that should not be included in the Contractor's name/address matching process. With the exception of evaluating the address using the CASS, and making changes to the printed and bar coded zip code, any addresses containing the CM/ECF flag shall be printed and mailed as provided by the originating Government location as detailed in Section J, Attachment 14.

Section 342(e) notices inadvertently transmitted to the Contractor by a filing entity shall be forwarded to the court with a transmittal form letter. The form letter shall state:

"Attached please find a case-specific "preferred address" request erroneously submitted to the court's Bankruptcy Noticing Center Program Contractor. This document is forwarded to the Clerk of Court for the District in which this case was filed for appropriate action."

A copy of the transmittal letter and notice shall be sent to the party that submitted the notice.

C.5.3.2.3 CM/ECF Interface with NCRS

The Contractor shall provide an interface for synchronization of CM/ECF-produced mailing lists with the NCRS database. Case mailing lists are requested real-time through the interface by court personnel or public CM/ECF users. The interface will be used for the review of mailing lists created from the court's case file in order to identify and substitute registered preferred U.S. mailing addresses. The Contractor shall not substitute electronic mail addresses through the CM/ECF Interface. Through the interface, the Contractor shall return a PDF-formatted 3-column address label file to facilitate case mailing list queries and noticing performed locally at the court or by an outside party.

CM/ECF is accessible 24 hours per day, seven (7) days per week. CM/ECF is a mission critical Judiciary system. The Contractor shall provide for around-the-clock, uninterrupted access to the NCRS database through the interface with CM/ECF. The uninterrupted operation of the CM/ECF interface is subject to the terms set forth in Section C.6.3, Quality Control.

The Contractor shall notify court contacts and the Contracting Officer's Technical Representative (COTR) by e-mail within 15 minutes of any partial or full service interruption of the CM/ECF interface. Follow-up e-mail shall be sent immediately upon service restoration. A status e-mail shall be transmitted to court contacts and COTR every one (1) hour from the initial e-mail if service had not been previously restored. (See Section 6.5)

The Contractor shall comply with the detailed technical specifications provided in Section J, Attachment 15.

C.5.3.3 Eliminating Duplicate Notices to Addressees

The Contractor shall not send duplicate notices to an addressee listed more than once on the mailing list, for the same notice event. The Contractor shall verify the match of the name, address, case number, form file name and form code in identifying and eliminating duplicate addressees. The Contractor's process shall include identifying and storing the duplicate addressee information. The number of duplicate addressees for the same notice event shall be reported on the Daily Batch Summary. The Certificate of Notice shall identify the duplicate addressees, and the electronic summary batch file transmitted to the court shall include the number of duplicate addressees. The Certificate of Notice is further described in Section C.5.4.3.

C.5.3.4 Bypassing Incomplete Addresses

If the notice recipient is not an EBN subscriber, the Contractor shall bypass the paper notice for the addressee only when the addressee information for domestic mail does not include city and state, or for foreign mail, does not include city and country, or if the addressee is duplicated on the mailing list. The Contractor shall develop and maintain a list of specific place names or abbreviations that will be treated as valid in order to deliver a notice.

For addresses bypassed due to missing address information, the Contractor shall prepare and provide a Production Bypass Notice to the entities listed below. The Production Bypass Notice shall show each affected address transmitted from the originating Government location. The specific text to be added to all Bypass Notices is detailed in Section J, Attachment 16. Each originating Government location may provide customized changes and/or additions to the Bypass Notice text.

Each court will inform the Contractor to send the Production Bypass Notice to the debtor and/or debtor's attorney, based on court preference. The Production Bypass Notice shall be included with the notice sent to the debtor and/or debtor's attorney. The Production Bypass Notice shall be sent to the originating Government location, if requested, not later than 12:00 noon, originating Government location time, on the next Government business day after completion of a Production Cycle. Under all circumstances a list of the bypassed addresses and bypassed duplicates shall be included as part of the Certificate of Notice.

C.5.3.5 Discrepancy between Paper Notice and Recipient List

If a paper notice does not have a corresponding recipient list or recipient list does not have a corresponding notice, the notice shall not be printed and the discrepancy shall be noted on the Exception Report as defined in Section C.5.3.6. The Contractor shall maintain unmatched items for ten (10) calendar days, after which they may be purged from the unmatched list. The court may send corrected instructions to resolve the discrepancy within the ten (10) day period. In this event, the Production Cycle shall not begin until the Contractor receives the missing item. After ten (10) calendar days, both a new paper notice and a new recipient list shall be provided by the originating Government location.

C.5.3.6 Exception Reporting

The Contractor shall flag notices that cannot be produced and list them on the "Exception Report" transmitted to the originating Government location. The Contractor shall replace a non-printable character contained in an address with a designated character. The Exception Report shall be provided to the Government as specified in conjunction with the Daily Batch Summary report, as detailed in Section C.5.4.5.

C.5.4 Notice Transmission and Reporting Deadlines

The Contractor shall deliver all electronic notices promptly following notice retrieval from the court. The Contractor shall deliver all paper notices to the USPS no later than midnight, Contractor's local time, on the second calendar day following the notice retrieval, including Saturday, Sunday and Federal holidays. The Contractor shall deliver the Certificate of Notice and all production-related reports to the originating Government location, immediately following the end of the Production Cycle, including Saturday, Sunday and Federal holidays. Section F.7, Liquidated Damages, describes damages that the Contractor will incur for failing to meet specified deadlines.

C.5.4.1 Means of Transmission of Notice

The means of transmission for notices shall include, at a minimum, the USPS and electronic options as authorized by Bankruptcy Rule 9036. In addition, the Contractor shall conduct an analysis of existing electronic services and shall provide for continuation of some or all of the existing services and/or additional or replacement electronic service(s). The Contractor shall take advantage of current and evolving technologies, rapidly implement new or modified data field changes resulting from modifications to national official bankruptcy forms, and maximize EBN acceptance and resultant program growth.

For any proposed means of transmission, the form and format of the information to be transmitted, along with the transmission process, shall be approved by the Government. The Contractor shall propose and provide equipment, software and communications that are compatible with form and format specified by the Government.

C.5.4.2 Formatting of Notices

The Contractor shall support a broad range of fonts, including style and point size, bar code technology, graphic capabilities and specified resolution/letter quality. At a minimum, the contract shall support a point size of four (4) points. Locally stored fonts shall never be used in lieu of fonts embedded in a PDF. The Contractor shall support the formatting of court data on stored forms in any of the fonts identified in Section C.5.1.1 and specified in Section J, Attachment 8. Also, at the option of the court, two-sided, "legal-turn" printing may be required

for paper notices. Notices transmitted through the EBN program and copies of notices submitted by the Contractor to the court with the Certificates of Notice, however, shall not be formatted as legal-turn documents. In addition, the Contractor shall support transmission of notices that have been formatted in portrait and/or landscape modes.

The Contractor shall provide a mechanism for tracking and reporting to the Government instances of bypassed notices due to unsupported fonts transmitted by Bankruptcy Courts. The report shall be submitted to the COTR on a semi-annual basis, or as otherwise required by the COTR. Based on that report the Government will negotiate additional fonts that the Contractor shall support.

C.5.4.3 Certificate of Notice

For each notice event, the Contractor shall provide to the designated Government location a PDF version of the Certificate of Notice, including a copy of the notice, to demonstrate to the court and interested parties that the Contractor transmitted the notice to the parties identified and the date of transmission. The Certificate of Notice shall list bypassed addresses and bypassed duplicate addresses, as specified in Section C.5.3.4. The Certificate of Notice shall be certified by an individual representing the Contractor under penalty of perjury. A sample Certificate of Notice is included in Section J, Attachment 17.

As a future enhancement to CM/ECF, the Contractor shall accept CM/ECF Notice of Electronic Filing (NEF) information for each notice event and append the information to the end of the Certificate of Notice as detailed in Section J, Attachment 17, as annotated.

C.5.4.4 Accounting for Notices Produced

The Contractor shall provide an accounting of all court notices and addresses received, and notices actually transmitted. The Contractor shall cross-check totals for the number of court notices and addresses received, and notices actually transmitted to ascertain that all counts balance. The Contractor shall implement job correction/balancing procedures when out-of-balance conditions are found.

C.5.4.5 Daily Batch Summary Report and Contractor's Certification of Accuracy

The Contractor shall account, by case number, to the originating Government location for the transmission of all notices. The format of the Daily Batch Summary report is detailed in Section J, Attachment 18. The report shall be accompanied by a signed declaration under penalty of perjury. The Daily Batch Summary and accompanying statement shall be transmitted electronically to the court with the Certificates of Notice and Exception Reports as detailed in Section J, Attachment 19. The declaration shall be in the following form:

I declare under the penalty of perjury that I have read the foregoing Daily Batch Summary

and that it and all accompanying Certificates of Notice are true and correct to the best of my information and belief.

Date: _____ Signature: _____

The declaration shall include the signature of the person responsible for all activities relating to the transmission of the notices listed on such Summary. The Contractor shall maintain an original signed declaration for a period of at least 90 days, along with records which establish the identity of the individual who signed each Daily Batch Summary.

If the original Certificate of Notice, signed declaration, Exception Report, or Daily Batch Summary Report is not received by the required time, the Contractor shall resubmit the required documents to the originating Government location and be liable for liquidated damages as provided in Section F.7, Liquidated Damages.

If ordered by the court, the Contractor's personnel shall testify to the accuracy of the information contained in both the Certificate of Notice and the Daily Batch Summary Report. Reimbursement of travel expenses are as specified in Section H. Note: Since 1994, the incumbent contractor has only been required to testify in a Bankruptcy Court on one occasion.

C.5.4.6 Electronic Notice Service File

The Contractor shall provide electronic notice service information to the originating Government location immediately following the end of the Production Cycle, including Saturday, Sunday and Federal holidays. The file format specifications are detailed in Section J, Attachment 20.

C.5.4.7 Production and Notice Summary Information

The Contractor shall keep notice counts by originating Government location, year of notice, month of notice and type of notice. The Contractor shall maintain summary information consisting of the originating Government location, date of notice, case number and number of notices sent electronically, number of notices sent by paper, and bypassed. This information shall be kept for the duration of the contract and be available on request to the Government.

C.5.5 Customer Service

The Contractor shall be responsible to provide customer support services as detailed below.

C.5.5.1 Customer Help Desk Support

The Contractor shall provide telephone help desk support, to serve as the primary method for customers to report problems and ask questions relating to the BNC program services. In addition, the Contractor shall provide courts help desk support through e-mail. The Contractor shall maintain a professional customer-oriented environment for its help desk and provide help desk support between the hours of 8 a.m. to 9 p.m. Eastern Time (ET), Monday through Friday, excluding Federal holidays (Required Support Hours), unless the Contractor will commence a Production Cycle on every calendar day in which case Contractor shall recommend/propose appropriate support for Government non-business days. The help desk personnel shall provide problem resolution services and support in all program-related areas. The Contractor shall provide an initial response not later than one (1) working hour after receipt of a telephone call or e-mail. The Contractor shall resolve each problem and shall notify the originating Government location of the resolution of that problem within one (1) Government business day. The Contractor shall notify the court and COTR if a problem cannot be resolved within one (1) Government business day. All calls and e-mails shall be answered and logged by the Contractor. A real-time, web-accessible help desk request log database shall be made available to the Government and, at a minimum, shall document the following information: date and time of call or e-mail, name and location of court contact, question/issue, resolution, and date and time of resolution.

C.5.5.1.1 Extended User Telephone Support Hours

At the issuance of a delivery order by the Government, the Contractor shall provide extended periods of user support beyond the required operating hours specified in Section C.5.5.1.

C.5.5.2 BNC Intranet

The Contractor shall provide each originating Government location with realtime web access to court notice production information including copies of notices produced by the Contractor, Certificates of Notice, address file information received from the Court for all notice events; Daily Batch Summary Reports; electronic batch files; training materials; EBN trading partner lists; registered NCRS preferred addresses; and help desk request log databases. The service shall be referred to as the "BNC Intranet". The Contractor shall use the following URL www.NoticingCenter.gov for this purpose. The Government will provide access to the URL for Contractor use after contract award. Each originating Government location will designate a

point-of-contact who shall be provided with BNC Intranet "administrator" access privileges by the Contractor to manage access by designated court users at each location. These designated court users shall be provided access to notice production information for their respective individual judicial districts only.

Further, the Contractor shall provide BNC Intranet "enhanced" access privileges to AO personnel designated by the COTR. In addition to providing the ability to view individual court notice production reports by designated AO personnel, the required enhanced access, the Contractor shall also include the ability for such personnel to generate and view the following reports:

1. Site Detail Report
2. Daily Dollar Report
3. CLIN Detail Report
4. Notice Detail Report
5. Site Summary Report
6. CLIN Summary Report
7. Notice Summary by District Report
8. Notice Summary by Site Report
9. Phone Log Report
10. Postage Savings Report
11. Email Text Bounceback Summary
12. Current Noticing Center.com Screens

Sample reports, and screen shots of the current web site, are included in Section J, Attachment 21.

C.5.5.3 Customer and Notice Recipient Surveys

Within 30 calendar days after contract award, the Contractor shall develop and deliver to the Contracting Officer (CO) proposed Bankruptcy Court and notice recipient surveys, along with a proposed methodology for the delivery and completion of the survey instruments, which address each service identified within the PWS. Surveys will use a numbering scale of one (1), being worst, to ten (10) being best, to evaluate service performance. The Government must review and approve surveys prior to use. The Contractor shall propose to the Government a schedule for surveying each individual court on an annual basis. The Contractor shall provide Bankruptcy Courts and a representative sampling of notice recipients with surveys to be completed and returned to the Contractor. Failure to achieve an average of seven (7) satisfactory for any survey question will be considered a condition endangering performance under the contract and will result in a Contract Discrepancy Report (CDR) issued by the Contracting Officer. (See Individual responses and summary reports shall be made available to the Government through the BNC Intranet. (See C.6.5)

C.5.5.4 Training

The Contractor shall propose and implement a methodology for developing, updating and delivering training materials, user manuals and training programs. The Contractor shall implement a training program for Bankruptcy Courts. In addition to any other training initiatives proposed by the Contractor and approved by the Government, each calendar year quarter, the Contractor shall submit draft training-related articles for use by the Government in publications to Bankruptcy Court personnel. Training shall encompass all aspects of the BNC operation, including technical and procedural activities involved in the origination, validation, inspection and monitoring and oversight of BNC production and transmission of notices.

C.5.6 Cost-Effectiveness

For each service identified within this PWS, the Contractor shall continually research and analyze possible process and support improvements. The Contractor shall propose to the Government, and upon the Government's approval, implement processes that improve efficiencies of the BNC program.

The Contractor shall propose and implement a methodology by which the quality, accuracy, timeliness, reliability and responsiveness of the BNC program is continuously assessed to ensure that the procedures in operation are the most cost-effective to the Government.

The Contractor shall assess, quantify and forecast workload trends, analyze workload variances and provide sufficient resources to meet the requirements of the BNC Contract.

C.6 CONTRACTOR MANAGEMENT

C.6.1 Management Plan

The Contractor shall implement a Management Plan that reflects an understanding of all tasks specified in the PWS and demonstrates an approach to satisfy these requirements. The Contractor shall update the Management Plan using the initial plan submitted in the technical proposal as the basis and submit the update to the COTR for review and approval no later than 20 calendar days after contract award date. If any portion of the Management Plan is found to be inadequate, the Management Plan will be returned to the Contractor with the inadequacies listed. The Contractor shall submit a final Management Plan within five (5) Government business days following receipt of the notification of rejection. Any changes to the final Management Plan will be approved by the COTR and shall be updated by the Contractor within five (5) Government business days of the approved change.

The final Management Plan shall be implemented no later than 20 calendar days immediately prior to the contract start date (C.6.2.1.1).

The Contractor shall describe their approach to managing performance of this contract and include in the management plan a description of the Contractor's policies and plans for the performance of this contract in the following areas:

1. Overall project management and administration, including establishing and maintaining effective communications with the Government; production control and management, work scheduling, workflow and achieving required standards; contract operations, planning and control; communication with and management of all subcontractors, including assuring quality performance and resolving performance problems;
2. Personnel management as it relates to staffing this contract including personnel recruitment, training, retention, succession/promotion and other policies that will assure availability of qualified personnel, means of ensuring Contractor and subcontractor personnel are kept current on processes to maximize economies and efficiency, and a staffing matrix indicating how separate entities with responsibilities for this contract will interrelate;
3. Management, maintenance, use and accountability of Government property;
4. Ensure the integrity of record keeping systems;
5. Data collection, documentation, document control and control of associated files;
6. Support, expertise and oversight provided by Contractor's corporate headquarters to the management of this contract; delegation of authority to the Contractor's project office for on-site authority and independence commensurate with performance responsibility;
7. Protection of privacy-related information, including SSNs, and other such information accessible through operation of the BNC program and implementation of requirement set forth in C.5.1.1.1 in the event of any unauthorized release of protected data.

C.6.1.1 Project Management

The Contractor shall perform continual Project Management and shall provide a Project Manager (PM) and alternate. The PM shall conduct overall management coordination and shall be the central point of contact with the Government for performance of all work under the contract. The alternate PM shall be designated to act for the PM when work is being performed outside of duty hours, or during the PM's absence. The Contractor shall provide in writing to the CO the names and telephone numbers of the PM and alternate PM no later than 20 calendar days prior to contract start date. The PM or alternate shall be physically on site no later than the scheduled start of the workday for the first employee doing BNC work. The PM and any individuals designated to act in that capacity shall have full authority to ensure prompt action occurs on matters pertaining to execution of the work under this contract. The PM shall accept notices, inspection reports and all other correspondence on behalf of the Contractor. Notice of any changes to the working status of the PM shall be provided to the CO in writing not later than three (3) Government business days prior to the effective date of the change.

C.6.1.1.1 Responsiveness

The Contractor's PM or alternate PM shall respond as follows:

1. During regular operating hours return all calls from the AO within 30 minutes of receipt of call;
2. During non-operating hours, return all calls from the AO within one (1) hour of receipt of call;
3. During regular operating hours, meet with the AO by videoconference, telephonically, or in-person, within 30 minutes following notification to discuss problem areas; and,
4. During non-operating hours, meet with the AO by videoconference, telephonically, or in-person, within one (1) hour following notification unless otherwise specified.

The term "receipt of call" is defined as calling the telephone emergency number referred to in Section C.6.1.1.2.

C.6.1.1.2 Contact Number

The Contractor shall provide a telephone number that is answered 24 hours a day, seven (7) days a week where the Contractor can be notified or contacted for emergency work. A pager or an answering service shall satisfy this requirement. The Contractor shall provide telephone number changes to the CO no later than five (5) Government business days prior to change.

C.6.1.1.3 Meetings, Conferences and Briefings

The Contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings as requested by the CO and/or COTR. These meetings can be called for various issues including (1) post award conference; (2) performance issues (See Section C.6.4); (3) recurring customer complaints; (4) incomplete or inaccurate deliverables; (5) briefings relating to contracted functions and services; and (6) to facilitate understanding of the technical requirements of the contract. These meetings include both on-site and off-site meetings, the frequency of which may be weekly, monthly, or as required. An average of five (5) hours per week is estimated for briefings, meetings, and conferences; however, this requirement may vary based upon Contractor performance. Meeting times are at the discretion of the AO. The PM, or designated representative(s), shall attend meetings as required by the Government. All Contractor costs associated with the attendance at these meetings shall be incidental to the contract and not separately billed.

The Contractor shall participate in meetings with court customers, Governmental agency representatives, and other contractors as required by the Government. When the Contractor attends a meeting, conference, trips off-site, in which the COTR or CO cannot attend, a report shall be furnished to the CO within five (5) business days after meeting completion. The report shall include identifying information, general observations and conclusions or recommended actions, and any additional information, such as handouts. Contractor costs associated with these meetings shall be separately billed in accordance with H.6.

C.6.1.2 Personnel

The Contractor's employees [and any subcontractor personnel] shall conduct themselves professionally and shall be qualified supervisory, technical, or administrative personnel to accomplish all work and services required by this contract within specified time frames.

1. The Contractor shall provide resumes for key personnel. Key personnel are listed in Section H.16 and any changes to the working status of personnel are subject to the Substitution of Key Personnel requirements in this clause. Minimum qualifications for Key Personnel and other personnel are detailed in Section J, Attachment 22.

2. The Contractor shall maintain a current roster of key personnel assigned by location.
3. The PM, supervisors, or any employee shall be removed immediately following request of the CO for operational deficiencies determined to be a result of inferior direct management or employee performance, or when the Government deems the PM or individual employee does not meet performance expectations at any time during the term of this contract. In the alternative, the Government may request that the Contractor demonstrate specific actions that will be taken to correct a deficiency in lieu of replacing an individual employee.
4. Formal security clearances are not required. Personnel visiting court sites to provide support covered under this contract may be subjected to security screening.

C.6.1.3 Personnel Training

The Contractor shall develop and implement a plan that incorporates the Contractor's [and subcontractor] training policy and shall submit the plan to the CO for approval no later than 30 calendar days after the contract award date. The Contractor shall schedule an employee's training to ensure the employee performs his/her job with the highest standards of efficiency. The Contractor shall ensure that all employees receive periodic follow-on training.

C.6.2 Contractor Administration

C.6.2.1 Phase-In and Phase-Out Periods

The Contractor shall develop comprehensive procedures for contract phase-in and phase-out to the level prescribed and within the time allowed under the terms of the contract. The Contractor's phase-in and phase-out procedures shall not disrupt or adversely impact the day-to-day conduct of Government business.

C.6.2.1.1 Phase-in Period

The period between contract award date and contract performance start date will constitute the phase-in period and is anticipated to be 150 calendar days in duration. During the phase-in period, the Contractor shall prepare to assume full responsibility for all areas of operation in accordance with the terms and conditions of the contract. The Contractor shall provide an initial Phase-In Plan as part of its proposal, and shall submit a Final Phase-In Plan to the CO no later than 15 calendar days after contract award date for review and approval. The initial Contractor Phase-In Plan shall be used as the basis for the Final Phase-In Plan. The Final Plan shall detail the Contractor's efforts to begin operations under this contract. The Contractor shall implement the approved Final Phase-In Plan no later than 120 calendar days immediately

prior to the contract start date. The Contractor shall provide changes and revisions to the CO for review and approval prior to implementation. (See H.14)

Should a new Contractor be selected for award, the Government will coordinate with the incumbent Contractor to facilitate the transition of all appropriate data and databases.

During the phase-in period, the Contractor shall, at a minimum:

1. Establish the project management office that will support performance for the life of the contract;
2. Recruit and hire necessary personnel;
3. Obtain all required certifications, licenses and clearances, including personnel background checks, if applicable;
4. Develop and submit any required deliverables;
5. Attend post-award meetings as required; and,
6. Accomplish any training to support the functions listed in the contract.

C.6.2.1.2 Phase-Out Period

Sixty (60) calendar days prior to the completion of the contract an observation period or phase-out period shall occur, at which time management personnel of the successor Contractor's workforce may observe operations and performance methods of the Contractor. This will allow for the orderly turnover of the BNC program operations to ensure continuity of service. The Contractor, as incumbent, shall not defer any requirements for the purpose of avoiding responsibility or of transferring such responsibility to the successor Contractor. The Contractor shall fully cooperate with the successor Contractor and the Government so as not to interfere with the successor Contractor's work or duties.

The Contractor shall develop a Phase-Out Plan to effect a smooth and orderly transfer of contract responsibility to a successor. The Plan shall be submitted to the CO for approval no later than 120 calendar days prior to the contract completion date.

C.6.2.2 Records and Files

The Contractor shall provide record-keeping practices and systems(s) that will ensure integrity and maintenance of the records created and received in the performance of the contract. Government-furnished records and files in existence at the contract start date, and those received or generated under this contract, shall be maintained and retired in accordance with Government guidance. All such records and files shall be made available for review by any agency or individual authorized access by the CO. All records and files maintained by the Contractor under the provisions of this contract are the property of the Government and shall be returned to the Government upon completion or termination of this contract.

C.6.2.3 Miscellaneous Management and Technical Information

Upon notification from the COTR, the Contractor shall provide management and technical information including:

1. Technical evaluation of suggestions;
2. Input for staff studies;
3. Fact sheets;
4. Audits;
5. Congressional inquiries;
6. One-time reports; and,
7. Information requested by the COTR and designated personnel performing official duties, to include monitoring contract compliance.

Approximately 20 hours annually may be expended providing such information.

C.6.2.4 Security Plan

The Contractor shall implement a Security Plan to ensure the integrity of the system(s) and prevent unauthorized system access.

C.6.3 Quality Control (QC)

The Contractor shall be responsible for the quality of products and services provided under the terms of this contract, including those provided by its subcontractors. To ensure that

the requirements of this contract are met, the Contractor shall implement an effective and proactive QC Program for measuring and attaining quality of performance under this contract. The Contractor's QC Program shall ensure contract requirements are being accomplished in accordance with the specifications of this contract and industry standards. A sustaining focus throughout the QC Program shall be the attainment of continuous quality improvement.

Production, service and delivery of all required products shall be complete and accurate and provided within the time specified in this contract. Failure to maintain the required standard of performance may result in the assessment of contract price reduction and/or liquidated damages in accordance with the Performance Requirements Summary (PRS) detailed in Section J, Attachment 23, and/or Section F.7, Liquidated Damages.

C.6.3.1 QC Plan

The Contractor shall submit a description of the QC Program and QC inspection system that addresses all functions of the contract and includes performance of the prime contractor and all subcontractors. The QC Plan shall include the following:

1. The positions and qualifications of the Contractor's corporate representative(s) tasked to periodically inspect all facilities used in the performance of this contract and the frequency of those inspections.
2. For each inspection identified in the QC Plan, in addition to any other information, include specific tasks or areas to be inspected ; whether the inspections will be scheduled or unscheduled; the position/level of the personnel to conduct the inspection; and the manner of the conduct of the inspection.
3. The method the Contractor will use to identify activities/processes that are vulnerable to compromised performance or non-performance and a plan for preventive maintenance for such activities/processes; a method for identifying failures in performance at inception or as soon thereafter as possible and a plan for corrective action and re-performance, if needed, without Government direction.

C.6.3.2 Web-Accessible Customer Comment and Complaint Program

The QC Program shall include a web-accessible customer comment and complaint program and processing system that will identify and correct validated customer complaints and provide feedback to the Government and customers on corrective action(s) taken.

C.6.3.3 QC Files

The Contractor shall maintain a file of all inspections and tests it conducts, including any corrective actions taken. The file shall be the property of the Government, made available for review upon request and shall be turned over to the Government upon completion or termination of the contract unless otherwise directed by the Government.

C.6.3.4 Effectiveness of Contractor QC Program

At the Government's direction, the Government and Contractor shall perform an inspection together as determined to be needed by the CO, to ensure the QC Program is being enforced. The Contractor shall detail its plans to continuously improve its QC Program to prevent unsatisfactory performance in any contract functional area. Unsatisfactory performance shall be addressed and rectified in a timely manner.

C.6.4 Performance Evaluation Meetings

The PM shall meet periodically with the COTR and/or CO to review contract performance. Meetings shall include review and analyses of key process indicators, analyses of process deficiencies, problem resolution and discussion of the Contractor's performance as viewed by the Government. The CO will take appropriate action to resolve outstanding issues.

These meetings will be held weekly after contract award and during the first 60 calendar days of the contract performance period, and as needed, but not less than once a month, thereafter. The meetings will be held by videoconference, telephonically, or in-person, as determined by the Government. Upon notification by the CO a meeting shall be held when a Contract Discrepancy Report (CDR) is issued.

C.6.5 Quality Assurance

The Government will conduct periodic evaluations of the Contractor's compliance with the requirements set forth in the PRS (See Attachment J-23). Typical procedures include court monitoring for timeliness and quality, random sampling, scheduled inspections, observations and validated customer comments.

The Government will record deficiencies or disputes identified by courts or through inspections, and provide them to the Contractor on a monthly basis. The Contractor shall respond to any inspection report that indicates deficient performance. When the Contractor's performance is unsatisfactory, a CDR will be issued. The Contractor shall reply in writing within five (5) Government business days from the date of the CDR, giving the reasons for the unsatisfactory performance, corrective action taken, and procedures to preclude recurrence.

In addition, the Contractor shall promptly notify the COTR, either in writing or by telephone, upon learning of a performance issue or to advise of activities or events that might

affect performance, but in no event shall such notice be provided more than four (4) hours after any Contractor or subcontractor employee becomes aware of any performance issue. As an exception, the Contractor shall notify all Originating Government location contacts and the COTR by e-mail within 15 minutes of any partial or full service disruption to the NCRS interface with CM/ECF and provide hourly updates to court contacts and the COTR until the service disruption is resolved. A status e-mail shall be transmitted to court contacts and COTR every one (1) hour from the initial email if service had not been previously restored. (See Section C.5.3.2.3)

Following initial notification to the COTR, the Contractor shall issue a Problem Notification Report (PNR) to the CO of all performance issues within five (5) Government business days. At a minimum, the PNR shall address the following:

1. Date and time performance issue identified;
2. Date and time COTR was notified of the performance issue;
3. Court locations affected by the performance issue;
4. Nature and source of the performance issue;
5. Impact of performance issue on delivery schedule;
6. Identification of deliverables/schedules impacted by performance issue;
7. Date(s) of re-performance, if applicable;
8. Corrective action needed to resolve performance issue;
9. When corrective action was/will be completed; and,
10. Anticipated additional costs, if any.

C.6.6 Contingency Plan

The Contractor shall define all methods, plans and controls for accomplishing contingency planning. The Contractor shall provide and maintain a Contingency Plan consisting of detailed information explaining the manner in which the Contractor's Contingency Plan will be implemented whenever normal operations of the BNC are interrupted whether due to disaster or other cause. The explanation shall include the circumstances under which the Contingency Plan would be implemented, the time required to implement the Contingency Plan and the responsible persons (by position title) involved in the Contingency Plan's implementation. The Contingency Plan also shall include information regarding primary systems, stand-by systems, fail-over procedures and references to web addresses if electronic systems are used. In addition, logs shall be kept in electronic format to facilitate the timely and accurate recordation of activities so that failures are expeditiously analyzed and reported. Test procedures also shall be delineated in sufficient detail to state the frequency with which such tests are conducted and the mechanism(s) in place to make needed improvements thereafter. The Contractor shall provide detailed information regarding the number and location of prime Contractor and/or subcontractor facilities that will be used for ordinary operations, as well as the availability of a backup site(s), personnel and equipment that can support all aspects of BNC program operations, including web site access, data retrieval and processing, and notice printing and mailing. Information pertaining to the backup site(s) shall include timing and process for transition to, and operation of, the backup

site(s).

SECTION D
PACKAGING AND MARKING

TABLE OF CONTENTS

D.1 Packaging and Marking D-49

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (AUG 2004) JP3 2-45

- (a) Unless otherwise specified, preservation, packaging, and marking for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number and delivery order number, or purchase order, as applicable, on or adjacent to the exterior shipping label or include them on the internal packing slip. For any magnetic media provided, the Contractor shall provide extra markings for protection against exposure to magnetic fields or temperature extremes.
- (b) All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices - e.g., if magnetic media is involved, extra marking shall be considered for protection against exposure to magnetic fields or temperature.

[END OF SECTION D]

SECTION E
INSPECTION AND ACCEPTANCE

TABLE OF CONTENTS

E.1	Clauses Incorporated by Reference	51
E.2	Contractor Certification That Deliverable Is Ready for Inspection	51
E.3	Written Acceptance/Rejection	51

SECTION E

INSPECTION AND ACCEPTANCE

Determinations of the acceptability of each deliverable will be made by the Government in accordance with the inspection and acceptance requirements herein. Each deliverable must be completed in accordance with the specifications, schedules, and acceptance criteria. All deliverables will be evaluated for acceptability, quality, and compliance with the requirements defined in any specifications, schedules, or other acceptance criteria which are incorporated into this contract.

E.1 CLAUSES INCORPORATED BY REFERENCE (AUG 2004) JP3 B-5

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/clauses.htm>

CLAUSE NUMBER	CLAUSE TITLE	DA TE
2-5B	Inspection of Services	AUG 2004

E.2 CONTRACTOR CERTIFICATION THAT DELIVERABLE IS READY FOR INSPECTION

The Contractor shall certify in writing to the COTR that deliverables are complete and ready for Inspection and Acceptance on or before the delivery date(s) specified in the contract or as indicated on individual Task Orders. All documents (other than monthly progress or status reports) must be submitted for review. The Contractor's submitted deliverable(s) shall be accompanied by a completed copy of a Task Order Acceptance Form.

E.3 WRITTEN ACCEPTANCE/REJECTION

The Government will provide written comments on deliverables, if required, and request a final report(s). If the Government's comments are extensive, the Government may request that another report be provided. Upon receipt of the Government's comments, the Contractor shall make any corrections, incorporate comments, if required, and provide the final deliverable.

The Government will review the deliverable(s) for accuracy, quality, quantity, and completeness. Determination of the acceptability of each completed deliverable will be made by the Government. The Government will first review and verify that deliverables are complete and

accurate and are in conformance with the specifications in Section C. The determination of acceptability will be based on the accuracy, completeness, and conformances.

The Government will review and verify that all corrections have been made and comments, if any, are incorporated into the final deliverables. If acceptable, the Government will provide the Contractor with a notice of acceptance. Acceptance or rejection of a Contractor's submitted deliverable will be formally communicated by the Contracting Officer (CO) or the COTR. If rejected, the reason for such action will be clearly stated.

[END OF SECTION E]

SECTION F
DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

F.1	Clauses Incorporated by Reference	54
F.2	Period of Performance	54
F.3	Principal Place of Performance	54
F.4	Notice to Proceed	54
F.5	Delivery Requirements	55
	F.5.1 Contractor-furnished Property	55
	F.5.2 Government-furnished Property	57
F.6	Transportation of Deliverables	58
F.7	Liquidated Damages	58
	F.7.1 Failure to Perform	58
	F.7.2 Failure to Meet Established Deadlines	58
	F.7.3 Payment of Liquidated Damages	59
F.8	Task Orders	59

SECTION F

DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (AUG 2004) JP3 B-5

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/clauses.htm>

CLAUSE NUMBER	CLAUSE TITLE	DATE
2-25A	Delivery Terms and Contractors Responsibilities	JAN 2003
2-60	Stop-Work Order	JAN 2003

F.2 PERIOD OF PERFORMANCE

F.2.1 The period of performance for the contract is from commencement of Phase-In for a period of one year through September 30, 2009. The base year plus option years shall not exceed 120 months.

F.2.2 The period of performance for any task will be defined in each delivery/task order.

F.3 PRINCIPAL PLACE OF PERFORMANCE

The Contractor shall perform the requirements of this contract at the Contractor's facilities unless otherwise requested in an individual delivery/task orders.

F.4 NOTICE TO PROCEED

F.4.1 After receiving notice of contract award, the Contractor shall complete the steps necessary prior to receiving a Notice to Proceed.

F.4.2 On the date established in the Notice to Proceed (a minimum of ten (10) calendar days from the date of the Notice to Proceed, unless the Contractor agrees to an earlier date), the Contractor shall start performing the services required by the contract. This

performance shall conform to the Phase-In Plan, addressed in Section H.14, followed by full performance after the Phase-In period.

F.4.3 If the Contractor has provided evidence of completion of all required efforts prior to contract award, the Contracting Officer may issue a Notice to Proceed at time of contract award.

F.5 DELIVERY REQUIREMENTS

F.5.1 In addition to the ongoing BNC operational program requirements specified in Section C, The Contractor shall provide the following as required below:

DELIVERABLES	DUE DATE
Savings reports - C.3.2	Monthly
Equipment, software, and communications compatible with form and format specified by the Government - C.5.4.1	Upon contract commencement
Report of bypassed notices due to unsupported fonts - C.5.4.2	Report semi-annual, or as required by the COTR
Draft customer and notice recipient survey and proposed methodology for delivery/completion Proposed survey schedule Conduct survey and report results to COTR and through BNC Intranet - C 5.5.3	Within 30 calendar days after contract award Annually
Training plan, user support materials - C.5.5.4	Draft manual 30 calendar days after contract award, final manual 60 calendar days after contract award
Provide draft training-related articles - C.5.5.4	Each calendar quarter following contract commencement
Contractor/subcontract personnel training plan - C.6.1.3	Within 30 days of contract award

DELIVERABLES	DUE DATE
1) Initial Management Plan Update - C.6.1 2) If rejected, provide a revised plan 3) Final Management Plan	1) 20 calendar days after contract award date 2) Within 5 Government business days following receipt of notice of rejection 3) * Implementation NLT 20 calendar days immediately prior to the contract start date
1) Contact Telephone Number - C.6.1.1.2 2) Changes to Contact - C.6.1.1.2	1) Upon contact award. Available 24 hours a day, 7 days a week, and/or a pager/answering service 2) NLT 5 Government business days prior to change
Reporting requirement after meetings, conferences or trips off-site - C.6.1.1.3	Within 5 Government business days of completion
1) Roster of Key Personnel - C.6.1.2 2) Change in Key Personnel - H.16 3) Replacement of key personnel removal upon Government request - C.6.1.2	1) Upon contract award 2) In accordance with time frames established in Clause H.16 3) Immediately following request of the CO
1) Final Phase-In Plan 2) Implement Final Phase-In Plan 3) Final Phase-Out Plan	1) 15 days after award 2) * NLT 120-calendar days prior to the contract start date 3) NLT 120 calendar days prior to contract's completion date
Miscellaneous Management and Technical Information - C.6.2.3	As requested by the COTR
1) Final Quality Control Plan - C.6.3.1 2) Quality Control Files - C.6.3.3 3) Inspection of Quality Control Files - C.6.3.4	1) * NLT 20 calendar days prior to contract start date 2) Provide to the Government at the completion of the contract or termination 3) At the request of the COTR

DELIVERABLES	DUE DATE
Performance Evaluation Meetings - C.6.4	Weekly after contract award and during the first 60 calendar days of contract performance period, and as needed, but not less than once a month thereafter.
1) Discrepancies/Dispute Meetings -C.6.4 2) Contractor recognition of a Performance Issue - C.6.5 3) Problem Notification Report - C.6.5	1) Upon notification by the CO, 2) NLT 4 hours after the occurrence 3) Provide to CO within 5 Government business days
Annual Financial Certification - H.2	Annually or as requested by the CO
Software Products Fault Free - H.3	As requested by COTR or CO
Workload Data Reports - G.3	Monthly
	* NOTE: In accordance with C.6.2.1.1 Phase-in Period, it is anticipated that there will be a 150 calendar day period between the actual award date and the start date.

F.5.2 The Government will provide the following within the time frames identified below:

DELIVERABLES	DUE DATE
Notice to Proceed – F.4	After receipt of all appropriate documentation required by the contract
Forms for use by entities to register a preferred address(es) with the Contractor - C.5.3.2.1	After contract award
CM/ECF Notice of Electronic Filing (NEF) information technical specifications - C.5.4.3	Government Furnished Property to be provided after contract award. See Section I, JP3 Clause 7-70.

Existing library of BNC-stored forms; databases; court set-up, historical notice event and NCRS	Government Furnished Property to be provided after contract award. See Section I, JP3 Clause 7-70.
NCRS database, including name and address variations and notice recipient contact information.	Government Furnished Property to be provided after contract award. See Section I, JP3 Clause 7-70.
Mailing Permit Number - C.5.3.1	Government Furnished Property to be provided after contract award. See Section I, JP3 Clause 7-70.
Domain names (3)	Government Furnished Property to be provided after contract award. See Section I, JP3 Clause 7-70.

F.6 TRANSPORTATION OF DELIVERABLES

The Contractor shall be responsible for all postage, fees, or transportation of deliverables between the Government site and the Contractor's place of performance.

F.7 LIQUIDATED DAMAGES

F.7.1 Failure to Perform

For failure to perform as specified in this contract, the Contractor shall pay to the Government, fixed and agreed liquidated damages for each calendar day delayed beginning with the end of each production cycle, but not for more than thirty (30) days as set forth below.

F.7.2 Failure to Meet Established Deadlines

If the Contractor performs certain services (See Paragraphs C.5.4, C.5.4.5 and C.6.3) in an untimely manner, the Contractor shall, in lieu of actual damages for the delay, pay to the Government as fixed, and agreed, liquidated damages for each of the first two (2) days of delay for each notice distributed late, the sum of \$.50 per notice, this sum will increase to \$1.00 per notice per day up to the next twenty-eight (28) days after the first two (2) days. For each Certificate of Notice and for each notice event listed in an electronic notice service file, or other deliverable (e.g., report) delivered late, the sum of \$1.00 per day. For each form change delivered late, the sum of \$50 per day.

This liquidated damages provision is intended to compensate the courts only for the administrative costs of delayed performance and is not a waiver of the Government's right to claim actual damages resulting from the Contractor's failure to perform in accordance with the contract which result in harm to the Government for which damages have not been included in this fixed and agreed amount.

If more than one printing and/or service of any deliverable is necessary due to the Contractor's delay, as determined by the COTR, unless due to causes beyond the control and without the fault or negligence of the Contractor, it shall be at no additional cost to the Government.

If a notice is produced and mailed which does not meet the standard of performance referenced above, but the Government forbears requiring replacement of that notice with a notice conforming to the contract requirements, the Contractor will discount the charge to the Government for the production and servicing of that notice (3000 CLINs) by 100 percent and adjust the invoice which includes that notice event accordingly.

Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default Clause in this contract. Liquidated damages which have accrued prior to default will remain an obligation of the Contractor in addition to any excess costs under the Termination clause.

The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default Clause in this contract. This exception, however, shall be valid only during the time, if any, required by the Contractor to put into effect the contingency plan discussed in Section C, Bankruptcy Noticing Center Contingency Plan.

F.7.3 Payment of Liquidated Damages

The Government may elect to have liquidated damages either paid directly to the Government, or applied as a reduction on current or future sums payable by the Government to the Contractor under this contract. The Government will notify the Contractor in writing of the method of payment.

F.8 Task Orders

In addition to the fixed price tasks identified in Section C and priced in the schedule, services required to meet Bankruptcy Noticing Center requirements will be acquired through Task Orders. Such Task Orders may be issued at any time following contract award.

The Government will specify deliverables in the individual task orders. Unless otherwise specified in the individual task orders, the Government will have a maximum of 15 working days from the day the draft deliverable is received to review the document and provide comments back to the Contractor. The Contractor will also have a maximum of 15 days from the day comments are received to incorporate all changes and submit the final deliverable to the Government.

[END OF SECTION F]

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

G.1 Contract Administration 61

G.2 Contracting Officer’s Technical Representative 61

G.3 Workload Reports 62

G.4 Invoices 62

G.5 Special Invoicing Instructions 63

G.6 Invoice Follow-ups 63

G.7 Credits 63

G.8 Contractor Representative 63

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION (JAN 2003) JP3 7-1

- (a) The Contracting Officer and Contracting Officer's Technical Representative for the contract will be the Judiciary's primary points of contact during the performance of the contract. The Contracting Officer responsible for the administration of this contract will provide a cover letter providing the Contracting Officer's name, business address, e-mail address, and telephone number. Written communications from the Contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the Contracting Officer.
- (b) Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the Judiciary and the Contractor. All contract administration will be effected by the Contracting Officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Judiciary. All such actions shall be formalized by a proper contractual document executed by the Contracting Officer.

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JAN 2003) JP3 7-5

- (a) Upon award, a Contracting Officer's technical representative (COTR) may be appointed by the Contracting Officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.
- (b) The COTR, if appointed, may be assigned one or more of the following responsibilities:
 - (1) monitoring the Contractor's performance under the contract to ensure compliance with technical requirements of the contract;
 - (2) notifying the Contracting Officer immediately if performance is not proceeding satisfactorily;
 - (3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the Contracting Officer;
 - (4) providing the Contracting Officer a written request and justification for changes;

- (5) providing interpretations relative to the meaning of technical specifications and technical advice relative to Contracting Officer's written approvals, and
- (6) providing general technical guidance to the Contractor within the scope of the contract and without constituting a change to the contract.

G.3 WORKLOAD REPORTS

The Contractor shall report all work accomplished under this contract and shall furnish appropriate Workload Data Reports for all Courts to the COTR along with the monthly invoice(s) in electronic format by close of business no later than the tenth (10th) calendar day of the month for the previous month. The Contractor shall provide Court specific workload data reports to each originating Government location. The workload data shall include all reports specified in Section C.5.5.2 for the previous billable month. The workload data shall be furnished in Adobe PDF format and shall be subject to review and comment by the Government. The Contractor shall produce reports comparable to those presently produced, which shall provide an equivalent level of information about the proposed noticing process.

G.4 INVOICES (JAN 2003) JP3 7-125

- (a) Invoices shall be submitted in an original and two (2) copies to the address specified on the SF 26 or SF 33 as applicable, or as otherwise specified with this contract. Invoices shall be submitted in accordance with the schedule for payments as set forth elsewhere under this contract.
- (b) The office that will make payments due under this contract will be designated as specified in the contract at the time of contract award.
- (c) To constitute a proper invoice, the billing document shall include the following information and/or attached documentation:
 - (1) name of business concern and such business's Taxpayer Identification Number;
 - (2) period(s) covered by invoice and invoice date;
 - (3) purchase/delivery/task order or contract number or other authorization for delivery of property or services;
 - (4) for each line item - general description of product delivered or services rendered, measured unit, and associated price;
 - (5) payment terms;
 - (6) total amount billed;
 - (7) a subtotal of any and all fees or credits applied to the invoice;
 - (8) an amount due (if any) or credit balance;
 - (9) name (where practicable), title, phone number, fax number, and complete mailing address of the responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract;

- (10) other substantiating documentation or information as required by the purchase/delivery/task order or contract; and
- (11) all follow-up invoices shall be marked “Duplicate of Original.” Contractor questions regarding payment information or check identification shall be directed to the relevant paying authority specified in the contract.

G.5 SPECIAL INVOICING INSTRUCTIONS

The Contractor shall have the capability to invoice monthly on both a single-invoice/single-payment basis to the AO or on a decentralized, multiple-invoice/multiple-payment basis to all 90 bankruptcy courts. The Government will notify the Contractor at contract award as to the invoice method required and reserves the right to change the invoicing method at any time during the contract. Should the Government require implementation of the alternative invoicing procedures, the Contracting Officer will provide written notification to the Contractor at least sixty days prior to required implementation.

The Contractor shall submit invoices in accordance with G.3 and G.4 for the purpose of invoice reconciliation. Services will be billed for by periodic invoice, but no more frequently than monthly, which will be processed and paid by the Administrative Office of the U.S. Courts in the same manner as all other invoices.

G.6 INVOICE FOLLOW-UPS

All follow-up invoices shall be marked “Duplicate of Original”. Contractor questions regarding payment information or check identification should be directed to the COTR.

G.7 CREDITS

Any credits due the Government may be applied against the Contractor's invoices with appropriate information attached.

G.8 CONTRACTOR REPRESENTATIVE (JAN 2003) JP3 7-10

- (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 OF SECTION G]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

H.1	Clauses Incorporated by Reference	67
H.2	Demonstrate Financial Capability	67
H.3	Software, Systems, Technology, Documentation and Training Materials Sole Property of the Government	67
H.4	System Improvement	68
H.5	Subcontracting	68
H.6	Travel	68
H.7	Parking	68
H.8	RESERVED	68
H.9	Contractor Commitments and Representations	68
H.10	Task Orders	69
	H.10.1 Issuing Task Orders	69
	H.10.2 Progress Reports for Task Orders	69
	H.10.3 Task Deliverables	69
H.11	Award Fee For Service Con tracts	70
H.12	Other Clauses	71
	H.12.1 Notification of Debarment/Suspension Status	71
	H.12.2 General Working Hours and Government Holidays	71
H.13	Post-Award Conference	71

H.14	Phase - In Plan	72
	H.14.1 General	72
	H.14.2 Completion of Phase-In Plan	72
H.15	Phased Takeover	72
H.16	Key Personnel	72
H.17	Government Rights to Custom-developed Courses	74

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE (AUG 2004) JP3 B-5

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 (CO) 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/clauses.htm>

CLAUSE NUMBER	CLAUSE TITLE	DATE
1-1	Employment by the Government	JAN 2003
3-75	Limited Criminal Background Suitability Check	JAN 2003
7-55	Contractor Use of Judiciary Networks	JAN 2003

H.2 DEMONSTRATE FINANCIAL CAPABILITY

The Contractor shall provide an annual financial statement demonstrating financial responsibility at any time it is requested by the CO. Should the Contractor's status change, the Contractor shall notify the Government immediately. Failure to do so may result in immediate termination for default.

H.3 SOFTWARE, SYSTEMS, TECHNOLOGY, DOCUMENTATION AND TRAINING MATERIALS SOLE PROPERTY OF THE GOVERNMENT

In accordance with the Rights in Data - General Clause (I.13), the Government has unlimited rights to all data, documentation and manuals first produced in the performance of this contract. All such data, documentation and manuals shall be delivered to the Government upon request. Such data, documentation and manuals may not be released, distributed or published by the Contractor for any purpose other than the performance of this contract without the express prior written approval of the CO.

All software products provided or developed under this contract shall be warranted to provide fault free performance of all date and date dependent data (including but not limited to date and date dependent data's use in calculating, comparing, and sequencing) for as long as the software product is used in the Judiciary. Upon request, the Contractor will provide sufficient evidence and/or conduct sufficient testing to clearly demonstrate that the software product will meet this requirement.

H.4 SYSTEM IMPROVEMENTS

Over the course of the contract, the Government may seek to improve and streamline various procedures and processes between the Contractor and the courts. The Contractor may at any time during contract performance suggest to the CO and/Contracting Officer's Technical Representative (COTR) any changes which the Contractor believes will improve the ability of the Bankruptcy Noticing Center (BNC) program to better achieve the established objectives of the contract. All changes to the contract must be authorized by the CO.

H.5 SUBCONTRACTING

Subcontracting shall be allowed under this contract. The Prime Contractor shall be held responsible for performance of all requirements of the contract. The Government will render payment of service to the Prime Contractor.

H.6 TRAVEL (JAN 2003) JP3 7-45

The Contractor may propose travel costs based on Judiciary Travel Regulations (JTR) if travel is allowable and required by the contract. Proposed per diem and automobile expense will be based on the JTR.

H.7 PARKING (JAN 2003) JP3 7-50

There is no Contractor parking available at the Administrative Office of the United States Courts (AO). In the event that this contract requires the delivery of equipment or materials to the AO, the Contractor shall park delivery vehicles at designated locations within the AO Complex ONLY WHILE LOADING AND UNLOADING THE VEHICLE. Arrangements for pick-up and delivery at the AO shall be coordinated with the COTR and made in accordance with building management policies.

H.8 [RESERVED]

H.9 CONTRACTOR COMMITMENTS AND REPRESENTATIONS

Any written commitment by the Contractor, or any representation by the Contractor made in the course of discussions/negotiations, within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment or representation shall render the Contractor liable under the default provisions for damages due to the Government under the terms of this contract. For the purpose of this contract, a written commitment or a representation by the Contractor is limited to the proposal submitted by the Contractor, and to specific written amendments to its proposal. Written commitments, or representations, by the Contractor are further defined as including: (1) time of delivery/installation quotations for individual task orders; (2) technical representations warranting performance, design, and support

(3) any representations and/or warranties concerning the installation and support requirements furnished by the Contractor.

H.10 TASK ORDERS

Supplies/services needed to meet additional Judiciary requirements shall be provided under task orders. Pricing for optional technical support services shall be based on the hourly labor category rates and shall be proposed at either fixed-price or level of effort, as specified in the task request.

H.10.1 Issuing Task Orders

A Task Request (TR) will be used to specify work to be accomplished by the Contractor to satisfy a particular BNC program requirement. Task Requests may consist of combinations of sub-tasks which will accomplish all phases of work identified. Each TR will be developed and submitted to the CO by the COTR. The CO will review and approve the TR, and then release it to the Contractor. The Contractor will develop a proposal in response to the TR, which will be reviewed, and if necessary, negotiated with the Contractor by the CO and COTR. A Task Order may then be issued by the CO.

The Contractor's response to a TR shall include:

- (1) A Technical Proposal that specifies within the time frame the Contractor's approach to performing the work and resumes by labor category of the person(s) proposed to accomplish the work.
- (2) A Cost Proposal that specifies the number of labor hours, by labor category, the Contractor expects to use to complete the work.

The Technical and Cost Proposals shall be forwarded to the CO within ten (10) business days after receipt of the Government's task orders or a mutually agreed date.

H.10.2 Progress Reports for Task Orders

A progress report(s) shall be required for all work performed against any task order(s). The Contractor shall provide a monthly written status report to the COTR and shall conduct a monthly status review meeting with the COTR.

H.10.3 Task Deliverables

All task deliverables shall be presented to the COTR in accordance with the approved plan for that task order. The Contractor shall provide professional, technical and office support staffing sufficient to assure the timely completion of all milestones and all other contractual

responsibilities. The Government's rights to products, including memoranda, records, reports, computer programs and inventions, developed by the Contractor under the contract shall be governed by the appropriate provisions of Section I.

H.11 AWARD FEE FOR SERVICE CONTRACTS

- (a) An annual award fee may be awarded based on the Contractor's performance. The award fee may total \$2,300,000.00 annually. The fee will reward superior performance for various aspects of contract performance as described in Section J, Attachment 25.
- (b) Beginning 10 months after the effective date of this contract, the Government shall evaluate the Contractor's performance annually to determine the amount of award fee earned by the Contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Performance Evaluation Board (Board) in its evaluation. The evaluation by the Board shall be consistent with the requirements of the contract. The Board, after evaluation of Contractor performance, will report findings and recommendations to the Award Fee Determining Official (AFDO). The AFDO will determine whether, and to what extent, the Contractor's performance for the preceding evaluation period warrants payment of the award fee available.

The evaluation criteria and any additional pertinent information contained in the evaluation criteria shall be furnished to the Contractor by the Contracting Officer. The Board's report of findings and the AFDO's decision will be in writing and shall be furnished to the Contractor by the Contracting Officer. The report of findings shall set forth the Board's reasons for concluding to what degree that the award fee was earned, and whatever substantiating evidence the Board may consider appropriate. This will enable the Contractor to know those areas of its operation which are exemplary or which require improvement.

After the award fee determination has been made, the Contracting Officer will issue a modification to the contract authorizing the payment of the award fee. Award fee determinations are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis or add other performance factors.

The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in the Award Fee Plan for that award fee period. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

H.12 OTHER CLAUSES

H.12.1 Notification of Debarment/Suspension Status

The Contractor shall provide immediate notice to the CO in the event of being suspended, debarred, or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice or proposed debarment from another Government Agency, during the performance of this contract.

H.12.2 General Working Hours and Government Holidays

- a. The Contractor shall provide management level oversight during all hours of task order activity. Specific working hours will be identified in each task order as required.
- b. The following Government holidays are normally observed by Government personnel:

New Year's Day
Martin Luther King's Birthday
Presidential Inauguration Day (metropolitan DC area only)
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
And any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation.

H.13 POST-AWARD CONFERENCE

Within ten (10) calendar days after award, the Government will hold a post award conference. The Government will provide the location, date, and time of the conference when the contract is awarded. At the beginning of this conference, the Contractor and Government shall discuss any outstanding issues with regard to the Phase-In plan, as discussed below and in Section C.6.2.1.1.

H.14 PHASE-IN PLAN

H.14.1 GENERAL

As part of its proposal, the Contractor is required to submit an initial Phase-In Plan as required by Section C.6.2.1.1. A Final Phase-In Plan shall be submitted to the CO no later than 15 calendar days after the contract award date. That plan should form the basis for the Phase-In Plan required under this contract.

H.14.2 COMPLETION OF PHASE-IN PLAN

The Phase-In Plan will be discussed during the post-award conference, with the Government providing input and recommendations. See Section F for due date and distribution of final Phase-In Plan.

H.15 PHASED TAKEOVER

The Government requires that the Contractor begin full performance of the contract requirements on a specific changeover date. If a phased take-over is required, the Government will pay only for work provided and accepted. Failure of the Contractor to complete Phase-In within the specified period stated in the Notice to Proceed is grounds for termination of the contract for default.

H.16 KEY PERSONNEL (AUG 2004) JP3 2-65

- (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 CO, and no substitutions of such personnel shall be made without the advance written approval of the CO.
 - (3) Except as provided in paragraph (4) of this clause, at least 30 calendar days in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the CO, 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 five (5) business days after the event, notify the CO in writing of such unavailability. If the event happens after award, the CO 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 CO will promptly inform the Contractor of this determination. If the CO 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 CO and the Contractor. Within 15 business days following the event, if the CO specifies that a permanent substitute is required, the Contractor shall submit, in writing, for the CO'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 CO 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;
 - (b) Functional responsibility;
 - (c) 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);
 - (d) Citizenship status;
 - (e) 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,
 - (f) 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).

- (7) The CO 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 business days by the Contractor. The following individuals are designated as key personnel under this contract.

The following individuals are designated as key personnel under this contract:

Project Manager
Senior Technical Director
EBN Marketing Specialist
Training Specialist

H.17 GOVERNMENT RIGHTS TO CUSTOM-DEVELOPED COURSES

All training materials developed or customized for the Government become the property of the AO.

[END OF SECTION H]

SECTION I
CONTRACT CLAUSES
TABLE OF CONTENTS

I.1	Clauses Incorporated by Reference	76
I.2	Interpretation of Contract Requirements	78
I.3	RESERVED	78
I.4	Option to Extend Services	78
I.5	Option to Extend the Term of the Contract	78
I.6	Order Limitations	78
I.7	Subcontracts	78
I.8	Availability of Funds	81
I.9	Definitions	81
I.10	Central Contractor Registration	81
I.11	Payment by Electronic Funds Transfer - Central Contractor Registration	83
I.12	Rights to Data in an Offer	85
I.13	Rights in Data - General	85
I.14	Disclosure or Use of Information	90
I.15	Rights in Data - Special Works	92

SECTION I

CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (OCT 2006) JP3 B-5

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
B-20	Computer Generated Forms	JAN 2003
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2003
1-15	Disclosure of Contractor Information	JAN 2003
2-20C	Warranty of Services	JAN 2003
2-50	Continuity of Services	JAN 2003
2-55	Privacy or Security Safeguards	JAN 2003
3-25	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2003
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the Government	JAN 2003
3-45	Anti-Kickback Procedures	JAN 2003
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 2003
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JAN 2003
3-65	Limitation on Payments to Influence Certain Federal Transactions	JAN 2003
3-105	Audit and Records - Negotiation	JAN 2003

3-120	Order of Precedence - Uniform Contract Format	JAN 2003
3-205	Protest After Award	JAN 2003
4-5	Ordering	JAN 2003
4-20	Requirements	JAN 2003
4-25	Indefinite Quantity	JAN 2003
6-30	Insurance	JAN 2003
6-40	Federal, State, and Local Taxes	JAN 2003
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-20	Security Requirements	JAN 2003
7-25	Indemnification (Judiciary Property)	AUG 2004
7-30	Public Use of the Name Federal Judiciary	JAN 2003
7-40	Judiciary - Contractor Relationships	JAN 2003
7-70	Judiciary - Property Furnished "As Is"	JAN 2003
7-80	Competition in Subcontracting	JAN 2003
7-85	Examination of Records	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-130	Interest	JAN 2003
7-135	Payments	JAN 2003
7-140	Discounts for Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-175	Assignment of Claims	JAN 2003
7-185	Changes	JAN 2003
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

I.2 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the CO.

I.3 [RESERVED]

I.4 OPTION TO EXTEND SERVICES (JAN 2003) JP3 2-90C

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, as applicable. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to the then current expiration date of this contract.

I.5 OPTION TO EXTEND THE TERM OF THE CONTRACT (JAN 2003) JP3 2-90D

- (a) The Judiciary may extend the term of this contract by written notice to the Contractor within 30 calendar days prior to the then current expiration date of this contract provided that the Judiciary gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Judiciary to an extension.
- (b) If the Judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.

I.6 ORDER LIMITATIONS

_____ There are no minimum or maximum dollar limitations on Delivery Orders.

I.7 SUBCONTRACTS (JAN 2003) JP3 7-75

- (a) Definitions as used in this clause:

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in writing.

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract entered into by a subContractor to furnish products or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) This clause does not apply to subcontracts for special test equipment.
- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced purchase/delivery/task orders), and only if required in accordance with paragraph (d) or (e) of this clause.
- (d) If the Contractor does not have a written approved purchasing system, consent to subcontract is required for any subcontract that:
 - (1) is of the cost-reimbursement, time-and-materials, or labor-hour type; or
 - (2) is fixed price and exceeds either the Judiciary's small purchase threshold or 5 percent of the total estimated cost of the contract.
- (e) If the Contractor has a written approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

- (f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph ©, (d), or (e) of this clause, including the following information:
 - (i) a description of the products or services to be subcontracted;
 - (ii) identification of the type of subcontract to be used;
 - (iii) identification of the proposed subcontractor;
 - (iv) the proposed subcontract price;
 - (v) the subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;
 - (vi) the subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract;
 - (vii) a negotiation memorandum reflecting:
 - (A) the principal elements of the subcontract price negotiations;
 - (B) the most significant considerations controlling establishment of

- initial or revised prices;
 - (C) the reason cost or pricing data were or were not required;
 - (D) the extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) the extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) the reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) a complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has a written approved purchasing system and consent is not required under paragraph ©, (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (I) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the small purchases threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(I) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system will constitute a determination:
- (1) of the acceptability of any subcontract terms or conditions;
 - (2) of the allowability of any cost under this contract; or
 - (3) to relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, or any fee payable under cost-reimbursement type subcontracts will not exceed the fee limitations.
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Judiciary.

- (j) The Judiciary reserves the right to review the Contractor's purchasing system.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Any subcontract(s) included in the proposal which is the basis for contract award

I.8 AVAILABILITY OF FUNDS (JAN 2003) JP3 7-115

Funds are not presently available for this contract. The Judiciary's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Judiciary for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.9 DEFINITIONS

See http://www.uscourts.gov/procurement/JP3/JP3_GLOSSARY_2007_03.pdf and Section J Attachment J-6 for meaning of terms within this solicitation.

I.10 CENTRAL CONTRACTOR REGISTRATION (JULY 2007) JP3 3-300

- (a) *Definitions.*
 - “Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.
 - “Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
 - “Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
 - “Registered in the CCR database” means that—
 - (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b) (1) By submission of an offer, the Offeror acknowledges the requirement that a

prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it may obtain one by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>. Vendors located outside the United States should contact the local Dun and Bradstreet office to request a DUNS number.
- (d) If the Offeror does not become registered in the CCR database within the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) Change of Name and Novation Agreements:
 - (1) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (I) change the name in the CCR database; (ii) comply with the requirements of Paragraph 7.8.10 of the *JP3*; and (iii) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support

the legally changed name.

- (2) If the Contractor fails to comply with the requirements of paragraph (g)(1) of this clause, or fails to perform the agreement at paragraph (g)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.
- (h) **Assignment of Claims.** The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than the Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.
- (i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.11 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (JULY 2007) JP3 3-305

- (a) **Method of payment.**
 - (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause.
 - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) **Contractor's EFT information.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

- (c) Mechanisms for EFT payment. The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice shall be deemed not to be a proper invoice.
- (e) Liability for uncompleted or erroneous transfers.
 - (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—
 - (i) Making a correct payment; and
 - (ii) Recovering any erroneously directed funds.
 - (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to *JP3* Subpart 7.7.7, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (g) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

- (h) Payment Information. The Administrative Office of the U.S. Courts will not provide EFT payment information. Payment information may be obtained by registering as a payee vendor with the United States Department of the Treasury. Registered vendors may retrieve and/or review check stub advice each time an EFT payment is received. The Treasury registration web site is: <http://www.fms.treas.gov/paid/PAIDfaq.asp>

If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the check and any other payment information to the remittance address contained in the CCR database.

I.12 RIGHTS TO DATA IN AN OFFER (JAN 2003) JP3 6 -75

Except for data contained on pages_____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of a notice appearing thereon, the Government will have unlimited rights (as defined in the "Rights in Data-General" clause in the contract) in and to the technical data contained in the offer dated _____, upon which this contract is based.

I.13 RIGHTS IN DATA - General

- (a) Definitions. "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof. "Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software

developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

- (1) Except as provided in paragraph © of this clause regarding copyright, the Government shall have unlimited rights in—
 - (i) Data first produced in the performance of this contract;
 - (ii) Form, fit, and function data delivered under this contract;
 - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
- (2) The Contractor shall have the right to -
 - (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
 - (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
 - (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause.
- (c) Copyright -
 - (1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.
 - (2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.
 - (3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph ©, and to include such notices on all reproductions of the data.
- (d) Release, publication and use of data.

- (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.
 - (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.
- (e) Unauthorized marking of data.
- (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.
 - (i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
 - (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(I) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until

final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

- (2) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim, of this contract that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.
- (f) Omitted or incorrect markings.
- (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph © of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—
 - (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the use of the proposed notice is authorized; and
 - (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.
 - (2) The Contracting Officer may also (I) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.
- (g) Protection of limited rights data and restricted computer software.
- (1) When data other than that listed in subdivisions (b)(1)(I), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish

them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) [Reserved]

(3) [Reserved]

- (h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.
- (i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.14 DISCLOSURE OR USE OF INFORMATION (OCT 2007)

- (a) Judiciary information made available to the Contractor for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. This clause takes precedence over and is an explicit limitation to the rights enumerated in section (d) of Clause I.13, Rights in Data - General.
- (b) To the extent the information is otherwise publicly available, it is public information and is not restricted by operation of this clause. However, if public information is provided to the Contractor for use in performance or administration of this contract in a media, format, or otherwise in a manner in which it is not available the public, such information may not be used for any other purpose by the Contractor except with the written permission of the Contracting Officer. If the Contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this contract, the Contractor shall consult with the Contracting Officer regarding use of that information for other purposes.
- (c) The Contractor agrees to assume responsibility for protecting the confidentiality of Judiciary records which are not public information. Such information may include, but is not limited to, all employee data and any written and oral information of a personal nature. Such information is to be safeguarded to ensure that it is not improperly disclosed. Each

officer or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. § 641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both. The Contractor shall obtain written acknowledgment from each officer and employee to whom information is made available, that they are aware of the above penalties associated with authorized disclosure. Such acknowledgments are subject to the review of the Contracting Officer.

- (d) Performance of this contract may require the Contractor to access and use data and information, proprietary to the Judiciary or to a Judiciary Contractor, which is of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the Judiciary and/or others.
- (e) Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the Judiciary, except as authorized by the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein will preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Judiciary between the Contractor and the data owner which provides for greater rights to the Contractor.
- (f) The Judiciary and Contractor agree that neither expects the performance under this contract to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the Contractor shall consult with the Contracting Officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.
- (g) The Contracting Officer will advise the Contractor whenever the Judiciary places a service order which will require classified information or materials. The Contractor will have the right to decline to provide services, in which event such services shall be outside the scope of this contract.
- (h) The Contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the document, any information which the presiding

judicial official designates as “off the record” and all classified information and material.

- (i) The Contractor shall classify, safeguard, and otherwise act with respect to all classified information and material in accordance with applicable law and requirements of the Contracting Officer. The Contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the Contracting Officer, except as access may be necessary for authorized employees of the Contractor to perform services under this contract.
- (j) Notwithstanding any other provision of this contract, the Contractor may deliver transcript containing classified material or information only to the Judiciary. The Contractor shall never sell or deliver such document to a private person without the express written permission of the Contracting Officer. Notwithstanding any other provision of this contract, the Contractor shall never keep a copy of a document containing classified material or information after the delivery of the original to the Contracting Officer.
(end)

I.15 RIGHTS IN DATA - SPECIAL WORKS (OCT 2007)

(a) Definitions.

“Data,” as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have—

- (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph © of this clause for copyright.
- (ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with paragraph (c)(1) of this clause.
- (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim

or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

[END SECTION I]

SECTION J

LIST OF ATTACHMENTS

Bankruptcy Forms: <http://www.uscourts.gov/bkforms/>

ATTACH NO.	TITLE	PAGES	.PDF
J-1	Originating Government Locations	6	J01 - originating Government locations.pdf
J-2	Historical Program Information For FYS 1998-2007	1	J02 - historical program info.pdf
J-3	Case Management/Electronic Case File (CM/ECF) Description	4	J03 - CMECF description.pdf
J-4.1	Change Form for Existing Email or Fax Noticing Agreement (CoA)	1	JO4.1 - COA.pdf
J-4.2	Electronic Bankruptcy Noticing (EBN) Agreement 1	4	JO4.2 - EBN Agreement 1.pdf
J-4.3	EBN Agreement 2	4	JO4.3 - EBN Agreement 2.pdf
J-4.4	EBN Agreement 3	4	JO4.4 - EBN Agreement 3.pdf
J-4.5	EBN Agreement 4	8	JO4.5 - EBN Agreement 4.pdf
J-4.6	Evidence of Authority (EOA) Form 1 (Authorized Agent)	1	JO4.6 - Evidence of Authority_Agent.pdf

ATTACH NO.	TITLE	PAGES	.PDF
J-4.7	EOA Related Names 2 (Related Names)	1	JO4.7 - Evidence of Authority_Names.pdf
J-5	ANSI X12 175 Transaction Set March 1998	56	J05 - ANSI X12 175 transaction set.pdf
J-6	General Definitions	2	J06-GeneralDefinitions.pdf
J-7	Acronyms	1	JO7-Acronyms.pdf
J-8	Minimum Supported Fonts and Adobe PDF Levels specifications	1	J08 - Minimum Adobe specs.pdf
J-9.1	Proof of Claim B-10	1	J09.1 - proof claim B-10.pdf
J-9.2	B-10 Proof of Claim Specification	1	J09.2 - B-10 proof claim specs.pdf
J-10.1	CM/ECF BNC Notice File Specification	7	J10.1 - CM-ECF notice file spec.pdf
J-10.2	Acknowledgement-Cert. of Notice Files	1	J10.2 - Acknowledgment and Certificate of Notice files.pdf
J-11.1	Form B210	1	J11.1 - Form B210.pdf
J-11.2	Form B210 BNC Specification	5	J-11.2 - Form B210 Specification.pdf
J-12	File Transfer Confirmation of Receipt	16	J12 - ConfirmationofReciptFile.pdf
J-13.1	National Creditor Registration Service	6	J13-1 Existing BNC Program Database Info.pdf
J-13.2	National Preferred Address Process	5	J13-2 - National preferred address process.pdf

ATTACH NO.	TITLE	PAGES	.PDF
J-14	CM/ECF Address Exception Processing	6	J14 - CMECF Address Exception processing.pdf
J-15	CM/ECF NCRS Interface	12	J15 - CMECF NCRS interface.pdf
J-16	Bypass Notice Text	2	J16 - Bypass notice text.pdf
J-17.1	Certificate of Notice	2	J17.1 - Certificate of Notice.pdf
J-17.2	Certificate of Notice - Annotated	3	J17.2 - Certificate_Annotated
J-18	Daily Batch Summary	2	J18 - Daily Batch Summary.pdf
J-19	BNC File Bundle Naming	1	J19 - BNC FileBundleNaming.pdf
J-20	Electronic Notice Service File	2	J20 - Electronic Notice Service File.pdf
J-21.1	Site Detail Report	1	J21-1 Site Detail Report.pdf
J-21.2	Daily Dollar Report	4	J21-2 Daily Dollar Report.pdf
J-21.3	CLIN Detail Report	4	J21-3 CLIN Detail Report.pdf
J-21.4	Notice Detail Report	11	J21-4 Notice Detail Report.pdf
J-21.5	Site Summary Report	5	J21-5 Site Summary Report.pdf
J-21.6	CLIN Summary Report	1	J21-6 CLIN Summary Report.pdf
J-21.7	Notice Summary by District Report	2	J21-7 Notice Summary by District Report.pdf
J-21.8	Notice Summary by Site Report	7	J21-8 Notice Summary By Site Report.pdf

ATTACH NO.	TITLE	PAGES	.PDF
J-21.9	Phone Log Report	14	J21-9 Phone Log Report.pdf
J-21.10	Postage Savings Report	1	J21-10 Postage Savings Report.pdf
J-21.11	Email Bounceback Report	2	J21-11 Email Bounceback Report.pdf
J-21.12	NoticingCenter.com screens	7	J21-12 NoticingCenter.com Screens.pdf
J-22	Contractor Personnel Minimum Qualifications	3	J22 - Contractor PersonnelMinimumQualifications.pdf
J-23	Performance Requirements Summary (PRS)	7	J23 - PRS.pdf
J-24	RESERVED		RESERVED
J-25	Award Fee Plan (AFP)	5	J25 - AwardFeePlan.pdf

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS

TABLE OF CONTENTS

K.1	Solicitation Provisions Incorporated by Reference	100
K.2	Taxpayer Identification	100
K.3	Place of Performance	101
K.4	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	102
K.5	Certificate of Independent Price Determination	103
K.6	Limitation on Payments to Influence Certain Federal Transactions	104
K.7	Authorized Negotiators	109
K.8	Representation of Rights in Data	109
K.9	Transportation Charges	110

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (AUG 2004) JP3 B-1

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/clauses.htm>

PROVISION NUMBER	CLAUSE TITLE	DATE
3-60	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	JAN 2003

K.2 TAXPAYER IDENTIFICATION (JAN 2003) JP3 3-5

(a) *Definitions*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

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

- (b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701© and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, 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) *Common parent*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent
Name _____
TIN _____

K.3 PLACE OF PERFORMANCE (JAN 2003) JP3 3-15

If the Judiciary intends or the offeror proposes, in the performance of any contract resulting from this solicitation, to use one or more facilities located at addresses different from the offeror's address as indicated in this offer, the offeror shall include in its offer a statement referencing this provision and identifying those facilities by street address, city, country, state, and ZIP code, and the name and address of the operators of those facilities if other than the offeror.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2003) JP3 3-20

- (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, or receiving stolen property;
 - © 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; and
 - ii. The offeror ___ has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (3) 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 Section 1001, Title 18, United States Code.
- (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.

**K.5 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JAN 2003)
JP3 3-30**

- (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; or
 - (2) (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.

K.6 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 2003) JP3 3-65

(a) *Definitions*

"Covered federal action," as used in this clause, means any of the following federal actions:

- (1) the awarding of any federal contract;
- (2) the making of any federal grant;
- (3) the making of any federal loan;
- (4) the entering into of any cooperative agreement; and
- (5) the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of the Judiciary, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered federal action.

"Local Government," as used in this clause, means a unit of Government in a state and, if chartered, established, or otherwise recognized by a State for the performance of a Governmental duty, including a local public authority, a special district, an intrastate district, a council of Governments, a sponsor group representative organization, and any other instrumentality of a local Government.

"Officer or employee of Judiciary," as used in this clause, includes the following individuals who are employed by the Judiciary:

- (1) an individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) a special Government employee, as defined in section 202, Title 18, United States Code;
- (3) an individual who is a member of a federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, state, and local Government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates Judiciary consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates Judiciary consideration of such person will be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having Governmental duties and powers.

(b) *Prohibitions*

- (1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an

officer or employee of the Judiciary, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; or the modification of any federal contract, grant, loan, or cooperative agreement.

- (2) The Act also requires Contractors to furnish a disclosure if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of the Judiciary, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
 - (i) Judiciary and legislative liaison by own employees.
 - (A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered federal action if the payment is for Judiciary and legislative liaison activities not directly related to a covered federal action.
 - (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by the Judiciary or Congress is permitted at any time.
 - (C) The following Judiciary and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered federal action:
 - (1) discussing with the Judiciary the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
 - (2) technical discussions and other activities regarding the application or adaptation of the person's products or services for the Judiciary's use.
 - (D) The following Judiciary and legislative liaison activities are permitted where they are prior to formal solicitation of any covered federal action:
 - (1) providing any information not specifically requested but necessary for the Judiciary to make an informed decision about initiation of a covered federal action;
 - (2) technical discussions regarding the preparation of an

analysis is rendered directly and solely in the preparation, submission or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's offer, but generally advocate one offer over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of an offer are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered federal action.

- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(c) *Disclosure*

- (1) The Contractor who requests or receives from an agency a federal contract shall file with that agency a disclosure, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action), which would be prohibited under paragraph (b)(1) of this clause, if paid for with appropriated funds.
- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure previously filed by such person under paragraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes:
 - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered federal action.
- (3) The Contractor shall require the submission of a certification, and if required, a

disclosure form by any person who requests or receives any subcontract exceeding the Judiciary's small purchase threshold under the federal contract.

- (4) All subcontractor disclosures (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) *Agreement*

The Contractor agrees not to make any payment prohibited by this clause.

(e) *Penalties*

- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (b) of this clause will be subject to civil penalties as provided for by - other provision.

K.7 AUTHORIZED NEGOTIATORS (JAN 2003) JP3 3-130

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: _____
Fax: _____
Email: _____

K.8 REPRESENTATION OF RIGHTS IN DATA (JAN 2003) JP3 6-50

- (a) The offeror shall complete paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted rights computer software in the offeror's response is not determinative of the status of such data, shall a contract be awarded to the offeror.
- (b) The offeror has reviewed the requirements for the delivery of data or software and states (offeror checks appropriate block):

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

- (c) These data are submitted with limited rights under this contract. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes:

K.9 TRANSPORTATION CHARGES

The Offeror hereby certifies that proposed prices include all transportation charges.

[END OF SECTION K]

SECTION L
INSTRUCTIONS, CONDITIONS, NOTICES TO OFFERORS

TABLE OF CONTENTS

L.1	Solicitation Provisions Incorporated by Reference	113
L.2	Protests	113
L.3	Type of Contract	115
L.4	Alternate Proposals	115
L.5	Minimum Acceptance Period	115
L.6	Inquiries	115
L.7	Format and Instructions for Proposals	116
	L.7.1 Proposal Instructions	116
	L.7.2 Proposal Format	116
L.8	Volume I: Business Proposal	117
	L.8.1 Part I - Cover Sheet	117
	L.8.2 Part 2 - Section K (Representations, Certifications, and Other Statements of the Offeror)	117
	L.8.3 Part 3 - Assumptions, Conditions, or Exceptions	117
	L.8.4 Part 4 - Contract Pricing/Completed Section B.	118
	L.8.4.1 General Submittal Instructions	118
	L.8.4.2 Unit Prices	118
	L.8.4.3 Column Descriptions	119

L.9	Volume II: Technical Proposal	120
	L.9.1	RESERVED 120
	L.9.2	Technical Excellence 120
	L.9.2.1	Section 1 - Technical Capability/Approach 120
	L.9.2.1.1	Overall Technical Approach 120
	L.9.2.1.2	Contingency Plan 120
	L.9.2.1.3	Production Cycle 121
	L.9.2.1.4	Quality Control (QC) 121
	L.9.2.1.5	Customer Service 121
	L.9.2.1.6	Management Plan 121
	L.9.2.1.7	Security Plan 122
	L.9.2.1.8	Phase-In Plan 123
	L.9.3	Section 2 - Past Experience and Past Performance 123
	L.9.4	Section 3 - Key Personnel 125
L.10	Amendments to Proposal	125

SECTION L

INSTRUCTIONS, CONDITIONS, NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (AUG 2004) JP3 B-1

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/clauses.htm>.

<u>PROVISION NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
3-10	Data Universal Numbering System (DUNS) Number	(JAN 2003)
3-80	Submission of Offers	(JAN 2003)
3-85	Explanation to Prospective Offerors	(AUG 2004)
3-90	Late Submission, Modifications and Withdrawal of Offers	(JAN 2003)
3-95	Preparation of Offers	(JAN 2003)
3-100	Instructions to Offerors	(JAN 2003)
3-125	Acknowledgment of Solicitation Amendments	(JAN 2003)
7-60	Judiciary Furnished Property or Services	(JAN 2003)

L.2 PROTESTS (AUG 2004) JP3 3-210

- (a) The protestor has a choice of protest forums. It is the policy of the Judiciary to encourage parties first to seek resolution of disputes with the Contracting Officer. If the dispute cannot be resolved with the Contracting Officer, then it is the policy of the Judiciary to encourage parties to seek a Judiciary resolution of disputes with the Administrative Office

of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the Judiciary, the Judiciary protest will be dismissed.

- (b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
- (1) any protest shall be filed in writing with the Contracting Officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
 - (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The Judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
 - (3) the protest shall include the following information:
 - (i) name, address, and fax and telephone numbers of the protester or its representative;
 - (ii) solicitation or contract number;
 - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;
 - (iv) copies of relevant documents;
 - (v) request for a ruling by the Judiciary;
 - (vi) statement as to the form of relief requested;
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
 - (viii) all information establishing the timeliness of the protest.
- (c) Protests that are filed directly with the Judiciary, and copies of any protests that are filed with an external forum, will be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Michelle Hupp, Contracting Officer
Administrative Office of the U.S. Courts
OIS-PMD
One Columbus Circle, NE

Washington, D.C. 20544
Tel: (202) 502-1574

- (d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

L.3 TYPE OF CONTRACT (JAN 2003) JP3 4-1

The Judiciary plans to award a fixed price type, indefinite-delivery, indefinite-quantity (IDIQ) contract with award fee under this solicitation, and all offers shall be submitted on this basis.

L.4 ALTERNATE PROPOSALS

Alternate offers based on other contract types will not be considered.

L.5 MINIMUM ACCEPTANCE PERIOD

Offerors allowing less than 180 calendar days in the “offer” portion of Standard Form 33 for acceptance by the Government shall be rejected as unacceptable.

L.6 INQUIRIES

The contact responsible for supplying additional information and inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted IN WRITING to the both Contracting Officers listed below. Answers to questions will be submitted IN WRITING to the Contracting Officers. Answers to questions will be provided to all Offerors being solicited, giving due regard to the proper protections of proprietary information. In order to accomplish this, all questions should be received **NO LATER THAN 20 CALENDAR DAYS** from date of issuance of the solicitation document.

THE OFFEROR IS INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE CONTRACTING OFFICERS IN CONNECTION WITH ANY ASPECT OF THIS PROCUREMENT PRIOR TO CONTRACT AWARD.

All correspondence relating to the solicitation document shall be submitted to the Contracting Officers listed below:

Michelle Hupp, Contracting Officer
Administrative Office of the U.S. Courts
OIS-PMD
One Columbus Circle, N.E.
Washington, D.C. 20544

Attn: RFP USCA-08-R-0008

Tel. No. (202) 502-1574

Fax No: (202) 502-1066

Email: [Michelle Hupp@ao.uscourts.gov](mailto:Michelle.Hupp@ao.uscourts.gov)

Laura Olesen-Berge, Contracting Officer
Administrative Office of the U.S. Courts
OIS-PMD
One Columbus Circle, N.E.
Washington, D.C. 20544

Attn: RFP USCA-08-R-0008

Tel. No. (202) 502-2334

Fax No: (202) 502-1066

Email: [Laura Olesen-Berge@ao.uscourts.gov](mailto:Laura.Olesen-Berge@ao.uscourts.gov)

L.7 FORMAT AND INSTRUCTIONS FOR PROPOSALS

This section provides instructions on how to prepare and submit a proposal in response to this Solicitation.

L.7.1 Proposal Instructions

The Offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information the Offeror wishes to bring to the attention of the Administrative Office of the U. S. Courts.

The proposal must include both a Technical and Business Proposal. The Technical and Business Proposals shall be submitted in hard copy and CD. Electronic submissions must be on a standard CD-ROM drive. Submitted material must be viewable using Microsoft Office bundled software. Offers shall follow the guidelines below:

Hard Copy - The Offeror shall furnish an original one (1) hard copy of Volume I: Business Proposal and an original and ten (10) hard copies of Volume II, Technical Proposal.

Electronic Submission: The Offeror shall furnish one (1) copy of its proposal by CD. Price and Technical Proposals shall be on separate CDs.

L.7.2 Proposal Format

The Offeror's proposal shall consist of two parts: (i) a Volume I: Business Proposal, and (ii) a Volume II: Technical Proposal. Pages in each volume of the proposal are to be consecutively numbered using the volume number followed by standard Arabic numbers. Do not provide double-sided hard copies. The Offeror shall mark proprietary data by page(s), paragraph(s) and sentence(s). Do not generalize. The following is a summary of the required parts and sections prescribed in the paragraphs below:

VOLUME I: BUSINESS PROPOSAL

- Part 1: Cover Sheet
- Part 2: Section K, Representations and Certifications
- Part 3: Assumptions, Conditions, or Exceptions
- Part 4: Contract Pricing/Completed Section B

VOLUME II: TECHNICAL PROPOSAL

- Part 1: Contract Compliance
- Part 2: Technical Excellence
 - Section 1 - Technical Capability/Approach
 - Section 2 - Past Experience/Past Performance
 - Section 3 - Key Personnel

L.8 VOLUME I: BUSINESS PROPOSAL

This volume of the proposal shall consist of the four sections described below:

L.8.1 Part 1 - Cover Sheet

Standard Form 33, Blocks 13, 14, 15, 16 and 18 of page 1 (Section A of the RFP) will be completed by the Offeror. Block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. Therefore, the form shall be executed by a representative of the Offeror who is authorized to commit the Offeror to the contractual obligations. Offers signed by an agent are to be accompanied by evidence of the agent's authority. Any erasures or changes shall be initialed by the individual signing the offer.

L.8.2 Part 2 - Section K (Representations, Certifications, and Other Statements of the Offeror)

The Offeror shall check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation and submit the full section as part of Volume I of the proposal.

L.8.3 Part 3 - Assumptions, Conditions, or Exceptions

The Offeror shall submit under this section, all assumptions (if any), conditions, or

exceptions upon which the contractual and cost/price part of this proposal is based. The Offeror shall state, explain, and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation. If not listed here, it will be assumed that none exist, including any which may be buried in the Offeror's technical and price proposals.

L.8.4 Part 4 - Contract Pricing/Completed Section B

This section defines the pricing and shall be used by the Offeror. The pricing is an essential part of this procurement, and the Offeror shall adhere to the structures and formats specified herein. The Offeror shall submit the pricing information as part of Volume I, Business Proposal.

The methodology used to formulate pricing for Section B shall be the same as is used during contract performance. All direct and indirect costs shall be included in accordance with Section B. The Offeror shall provide for all specified services identified in Section C.

L.8.4.1 General Submittal Instructions

The Offeror shall adhere to the following general guidelines:

- a. All unit prices shall be rounded to no more than the fifth decimal place.
- b. Postage shall not be factored into the unit prices and total price calculations. (See Attachment J-2).
- c. The Offeror shall complete and provide hard copies and an Excel spreadsheet on CD for each Contact Year, Table B-1, BNC Unit Prices. Table B-1 is provided as a separate file labeled Table B-1 Unit Prices on the Federal Business Opportunities (FedBizOps.gov).

L.8.4.2 Unit Prices

In Table B-1, BNC Unit Prices, the Offeror shall provide the unit prices for all services which comprise the proposed BNC. The Offeror shall follow these guidelines in completing Table B-1:

- a. Offerors shall use the quantities contained in Table B-1. These quantities are provided for evaluation purposes only. Actual quantities will vary based on case filing levels, variances in each originating Government location's workload, changes to noticing-related provisions of Title 11 of the United States Code [11 U.S.C. § 101 et. seq.] (BankruptcyCode)(http://www4.law.cornell.edu/uscode/html/uscode11/usc_sup_01_11.html) and the Federal Rules of Bankruptcy Procedure (Bankruptcy Rules) (<http://www.law.cornell.edu/rules/frbp/>), and changes to each Bankruptcy Court's local

rules and customs.

- b. A Contract Line Item Number (CLIN) has been assigned to each of the services required under this solicitation. The Offeror shall use these CLINs and their descriptions in Section B.4 when completing the Tables. If a particular CLIN is not applicable, the Offeror shall insert "N/A" (Not Applicable) in the unit price columns relative to that CLIN. Refer to Section B for CLIN Descriptions.
- c. If there is no price associated with a CLIN, the Offeror shall explicitly insert "N/C" (No Charge) in the unit price columns relative to that CLIN.
- d. The Offeror shall submit unit prices for each contract year and option year, as applicable. (See Section B.4, CLIN Descriptions) The unit price for each year shall remain constant.
- e. For Pricing of CLIN 20002, The Offeror shall provide a breakdown of all development costs to include hours by labor category and all other development related costs of all software systems, technology, documentation and other items of services. (See Section B.4)

L.8.4.3 Column Descriptions

- a. Column 1, Contract Line Item Number (CLIN)

CLIN numbers.

- b. Column 2, Description

This is a brief description of the CLIN.

- c. Column 3, Unit

The unit for each CLIN is identified, e.g., per location, sheet, notice or trip.

- d. Column 4, Unit Price

The Offeror shall enter the unit price for each CLIN for each contract year. For CLINs where the unit price field reads "At Cost" or "Actuals," the Offeror shall leave entries blank in the price proposal. These CLINs are strictly for billing purposes.

- e. Column 5, Quantity

The estimated quantity as defined by the Government that shall be used by the Offeror for each CLIN for each contract year.

f. Column 6, Total

The total evaluated price will be calculated based on the data entered.

L.9 VOLUME II: TECHNICAL PROPOSAL

L.9.1 [RESERVED]

L.9.2 Technical Excellence

In this part, the Offeror shall provide its responses to the requirements as described below.

L.9.2.1 Section 1 - Technical Capability/Approach

L.9.2.1.1 Overall Technical Approach

The Offeror shall provide a detailed narrative describing the technical capability and approach to performing each specific function described in Section C.3 through C.6. All plans, processes, procedures and/or methods not specified below shall be described in detail as part of the response and reference the appropriate cite in Section C (e.g., plans to shift BNC program from a predominately paper process to a predominately electronic process as in Section C.4).

It is the Offeror's responsibility to ensure that all plans, processes, procedures and/or methods required in Section C.3 through C.6 are addressed as part of this factor for evaluation purposes.

L.9.2.1.2 Contingency Plan (C.6.6)

The Offeror shall define all methods, plans and controls for accomplishing contingency planning. The Offeror shall provide detailed information explaining the manner in which the Offeror's Contingency Plan will be implemented whenever normal operations of the BNC are interrupted whether due to disaster or other cause. The explanation must include the circumstances under which the Contingency Plan would be implemented, the time required to implement the Contingency Plan and the responsible persons (by position title) involved in the Contingency Plan's implementation. The Contingency Plan also shall include information regarding primary systems, stand-by systems, fail-over procedures and references to web addresses if electronic systems are used. In addition, logs shall be kept in an electronic format to facilitate the timely and accurate recordation of activities so that failures are expeditiously analyzed and reported. Test procedures also shall be delineated in sufficient detail to state the frequency with which such tests are conducted and the mechanism(s) in place to make needed improvements thereafter. The Offeror shall provide detailed information regarding the number and location of prime contractor and/or subcontractor facilities that will be used for ordinary operations, as well as the availability of a backup site(s), personnel and equipment that can

support all aspects of BNC program operations, including web site access, data retrieval and processing, and notice printing and mailing. Information pertaining to the backup site(s) shall include timing and process for transition to, and operation of, the backup site(s).

L.9.2.1.3 Production Cycle (C.5.1)

The Offeror shall explain in detail their procedures, processes, and methods for meeting its proposed Production Cycle, including the capability to support additional scheduled and unscheduled retrievals per day, the Offeror's plans for retrieving Government output on non-Government business days, and the plans, if offered, to retrieve Government output and commence a Production Cycle on every calendar day.

L.9.2.1.4 Quality Control (QC) (C.6.3.1)

The Offeror shall submit a description of the QC Program and QC inspection system that addresses all functions of the contract and includes performance of the prime contractor and all subcontractors. The QC Plan shall include the following:

1. The positions and qualifications of the Offeror's corporate representative(s) tasked to periodically inspect all facilities used in the performance of this contract and the frequency of those inspections.
2. For each inspection identified in the QC Plan, in addition to any other information, include specific tasks or areas to be inspected; whether the inspections will be scheduled or unscheduled; the position/level of the personnel to conduct the inspection; and the manner of the conduct of the inspection.
3. The method the Offeror will use to identify activities/processes that are vulnerable to compromised performance or non-performance and a plan for preventive maintenance for such activities/processes; a method for identifying failures in performance at inception or as soon thereafter as possible and a plan for corrective action and re-performance, if needed, without Government direction.

L.9.2.1.5 Customer Service

The Offeror shall describe the procedures and methods for providing customer service for the Bankruptcy Noticing Center covering, at a minimum, all aspects including Government output retrieval (C.5.4.1), confirmation receipt (C.5.1.2), reports available, reports receipt, support contact information, telephone hours (C.5.5.1), extended hours (C.5.5.1.1), answering machines, call confirmation, problem reporting, problem resolution, problem escalation, customer access and telephone problem log access. Also, the Offeror shall provide the number of telephone lines and staff personnel that are dedicated to provide support to this contract.

L.9.2.1.6 Management Plan (C.6.1)

The Offeror shall describe their approach to managing performance of this contract and include in the management plan a description of the Offeror's policies and plans for the performance of this contract in the following areas:

1. Overall project management and administration, including establishing and maintaining effective communications with the Government; production control and management, work scheduling, workflow and achieving required standards; contract operations, planning and control; communication with and management of all subcontractors, including assuring quality performance and resolving performance problems;
2. Personnel management as it relates to staffing this contract including personnel recruitment, training, retention, succession/promotion and other policies that will assure availability of qualified personnel, means of ensuring Offeror and subcontractor personnel are kept current on processes to maximize economies and efficiency, and a staffing matrix indicating how separate entities with responsibilities for this contract will interrelate;
3. Management, maintenance, use and accountability of Government property;
4. Ensure the integrity of record keeping systems;
5. Data collection, documentation, document control and control of associated files;
6. Support, expertise and oversight provided by Offeror's corporate headquarters to the management of this contract; delegation of authority to the Offeror's project office for on-site authority and independence commensurate with performance responsibility; and
7. Protection of privacy-related information, including SSNs, and other such information accessible through operation of the BNC program and implementation of requirement set forth in C.5.1.1.1 in the event of any unauthorized release of protected data.

L.9.2.1.7 Security Plan (C.6.2.4)

The Offeror shall describe its Security Plan and how it will ensure the integrity of the

system(s) and prevent unauthorized system access.

L.9.2.1.8 Phase-In Plan (C.6.2.1.1)

The Offeror shall submit a phase-in plan addressing how it will, at a minimum:

1. Establish the project management office that will support performance for the life of the contract;
2. Recruit and hire necessary personnel;
3. Obtain all required certifications, licenses and clearances, including personnel background checks, if applicable;
4. Develop and submit any required deliverables;
5. Attend post-award meetings as required; and,
6. Accomplish any training to support the functions listed in the contract.

L.9.3 Section 2 - Past Experience and Past Performance

The Offeror's past experience and past performance will be evaluated to assess the Offeror's ability to successfully perform work required by this solicitation. In particular, the Offeror's experience will be evaluated to establish if the Offeror's experience relates to the requirements of this solicitation. The Offeror shall provide a narrative that describes the experience and expertise of the firm in performing functions similar to those described in Section C.

If the Offeror proposes to use any subcontractor(s) for performance of any requirements, the Offeror shall provide a narrative describing the related experiences and expertise, which the subcontractor(s) has in performing the related work.

Additionally, the Offeror shall provide descriptions of a minimum of three (3) previous Government or commercial projects/contracts performed within five (5) years of proposal submission. The Offeror shall demonstrate that these projects/contracts were for comparable services of a similar size and scope. This section shall also include the following information:

- Name and Description of project.
- Contract Number/Project Number.
- Brief Description of the Project (including contract number and award date)

- Offerors role (prime contractor, subcontractor)
- Percentage of work completed in Offeror's role
- Name and address of customer company or Government agency.
- Names, addresses, and telephone numbers of a technical point of contact and Contracting Officer.
- Awarded Price/Cost
- Final, or projected final, Price/Cost
- Number of Offeror's personnel assigned to the contract/project
- Time frame to complete project
- Narrative description of the size/scope of the project and how it directly relates to the requirements of this solicitation

References provided in this section will be additionally evaluated to assess the successful performance of the contract/project for which a reference was submitted. The Government will consider in its assessment the Offeror's quality of services and personnel, attention to customer requirements, and level of customer satisfaction.

For any proposed subcontractor(s), the Offeror shall provide descriptions of at least two Government or commercial projects/contracts performed within five (5) years of proposal submission. The Offeror shall demonstrate that these projects/contracts were for comparable services of a similar size and scope to that being subcontracted. References may be contacted to assess the successful performance of the contract/project by the proposed subcontractor(s) to be considered by the Government in its overall assessment of the Offeror. The following information must be submitted for each:

- Name and Description of project.
- Contract Number/Project Number.
- Brief Description of the Project (including contract number and award date)
- Subcontractor's role (prime contractor, subcontractor) and percentage of work completed in that role
- Name and address of customer company or Government agency.
- Names, addresses, and telephone numbers of a technical point of contact and Contracting Officer.
- Awarded Price/Cost
- Final, or projected final, Price/Cost
- Number of Subcontractor's personnel assigned to the contract/project
- Time frame to complete project
- Narrative description of the size/scope of the project and how it directly relates to the requirements of this solicitation

The Offeror shall also provide the above required information for any and all contracts it has had terminated in whole or in part, during the past three (3) years, to include those currently in the process of such termination as well as those which are not similar to the proposed effort.

L.9.4 Section 3 - Key Personnel

The Offeror shall provide the resumes of the Key Personnel identified below:

Project Manager
Senior Technical Director
EBN Marketing Specialist
Training Specialist

The minimum qualification for each Key Personnel position is listed in Section J, Attachment 22.

The Offeror shall provide a detailed resume showing the experience of each individual and how he/she will participate in the performance of the proposed contract. If the Key Personnel are not current employees, provide a letter of intent. If Offeror is awarded this contract, the Project Manager will be included in Section H under "Key Personnel." The Offeror shall provide the resumes of the Key Personnel, identified in Section H, to be assigned to the contract resulting from this solicitation. In the event the Offeror is proposing individuals for backup, the Offeror shall provide resumes for those individuals that are no more than four (4) pages and include the following:

- Full name.
- Education.
- A dated and signed statement by the individual certifying that the information of the resume is true and accurate.
- The number of years of experience the proposed Project Management and back ups have.
- A narrative describing similar experience and expertise of the proposed Key Personnel in performing the work described in the RFP.

L.10 AMENDMENTS TO PROPOSAL

Changes to the Proposal by the Offeror shall be accomplished by amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The Offeror shall include the date of the amendment on the lower right hand edge of the page.

[End of Section L]

SECTION M
EVALUATION AND AWARD

TABLE OF CONTENTS

M.1	Solicitation Provisions Incorporated by Reference	127
M.2	Evaluation Process	127
	M.2.1. General	127
	M.2.2 Evaluation Approach	128
	M.2.2.1 RESERVED	128
	M.2.2.2 Technical Excellence Evaluation	128
	M.2.2.3 Price Evaluation	129
	M.2.2.4 Pre-Award Interviews and Site Surveys	129
M.3	Contract Award	129

SECTION M

EVALUATION AND AWARD

M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (AUG 2004) JP3 B-1

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/clauses.htm>

PROVISION NUMBER	CLAUSE TITLE	DATE
2-85A	Evaluation Inclusive of Options	JAN 2003
3-70	Determination of Responsibility	Determination of Responsibility

M.2 EVALUATION PROCESS

M.2.1 General

1. This procurement is being conducted using formal source selection procedures, and contract award will be made to the Offeror whose proposal conforms to the solicitation, and is determined to be the best value to the Government.
2. The evaluation will be conducted using the evaluation approach as set forth in this Section. Each offer should contain the Offeror's best terms from a technical and price standpoint. Proposal clarification/revision requests may be issued regarding the proposal submitted in response to the RFP as may be deemed necessary by the Contracting Officer to fully explore and evaluate the merits of proposals submitted.
3. The Government reserves the right to establish a competitive range and eliminate from consideration any proposal that does not meet the minimum requirements established within the solicitation or that is determined not to have a reasonable chance for selection of the award.

M.2.2 Evaluation Approach

M.2.2.1 [RESERVED]

M.2.2.2 Technical Excellence Evaluation

The Technical Excellence Factors will be evaluated based upon the information contained in the Offeror's proposal, as well as other relevant information available to the Government that pertains to the Technical Excellence Factors. The ultimate objective of the evaluation is to determine which proposal offers the best technical value to the Government. Although price is considered secondary to technical excellence, it will be a significant criterion for award as part of an integrated assessment with the Technical Excellence Section. The proposals will be evaluated based on the evaluation factors set forth below:

1. Technical Excellence Factors

Factor A. Evaluation Factor A is of greater importance than all the other evaluation criteria combined.

A. Technical Capability/Approach (L.9.2, Section 1)

Subfactor 1: Overall Technical Approach - (L.9.2.1.1)

Subfactor 2: Contingency Plan - (L.9.2.1.2)

Subfactor 3: Production Cycle - (L.9.2.1.3)

Subfactor 4: Quality Control - (L.9.2.1.4)

Subfactor 5: Customer Service - (L.9.2.1.5)

Subfactor 6: Management Plan - (L.9.2.1.6)

Subfactor 7: Security Plan - (L.9.2.1.7)

Subfactor 8: Phase-In Plan (L.9.2.1.8)

Within Factor A, Subfactor 1, Subfactor 2 and Subfactor 3 are the most important subfactors and are equal to each other. Subfactor 4, Subfactor 5, Subfactor 6, Subfactor 7 and Subfactor 8 are also of equal importance to each other and are less important combined than Subfactors 1, 2 and 3 combined.

Factors B, C and D. Evaluation Factors B, C and D are of equal importance to each other, but less important combined than the overall importance of Factor A.

B. Past Experience - L.9.3, Section 2

C. Key Personnel - L.9.4, Section 3

D. Past Performance - L.9.3, Section 2

For each factor, the evaluation will consist of an assessment of the degree to which the services offered in the proposal provide added value, added capability, and/or reduced risk. Additionally, the evaluation will identify the strengths, weaknesses, and risks in each Offeror's proposal with respect to each evaluation factor.

M.2.2.3 Price Evaluation

The Government will evaluate price/cost on all proposals that are determined to be technically acceptable and provide the best overall value/benefit to the Government, considering price/cost and technical factors. Evaluation of price will include all option periods for a total evaluated price for each offer. Offers that are unrealistically high or low in price will be considered indicative of a lack of understanding of the complexity and risk associated with work performed under the resulting contract. Offers that contain unrealistic prices will not be considered for award.

M.2.2.4 Pre-award Interviews and Site Surveys

The Government reserves the right to conduct interviews with proposed personnel and/or to perform pre-award site surveys of Offerors retained in the competitive range. If conducted, the purpose of the interviews and/or site surveys will be to substantiate information and representations, whether technical or non-technical, set forth in Offerors' proposals. Failure to comply with this provision or failure of an Offeror to substantiate information or representations made in a proposal may result in elimination from the competitive range.

M.3 CONTRACT AWARD

The Government intends to award one contract resulting from this solicitation. Contract award will be made to the responsible Offeror whose offer represents the best overall value to the Government, given the outcome of the Government's evaluation of each Offeror's technical proposal and price. In selecting the best overall value, technical excellence factors will be considered more important than price. The Government will consider the quality offered for the evaluated price. The relative quality of offers will be based upon the Government's assessment of whether the technical excellence offered in the proposal provides added value, added capability, and/or reduced risk. The Government may make trade-offs between technical excellence and price and determine that a proposal offers the best overall value to the Government.

[END OF SECTION M]