# REQUEST FOR QUOTATION
*(THIS IS NOT AN ORDER)*

THIS RFQ [ ] IS [X] IS NOT A SMALL BUSINESS SET-ASIDE

PAGE OF PAGES 1 | 13

| 1. REQUEST NUMBER | 2. DATE ISSUED | 3. REQUISITION/PURCHASE REQUEST NUMBER | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING |
|---|---|---|---|---|
| CAFC26-0009 | 07/31/2026 | CAFC260260 | | |

5a. ISSUED BY
The Court of Appeals for the Federal Circuit
Procurement and Contracting Services
WASHINGTON, DC 20439

6. DELIVER BY *(Date)*

7. DELIVERY
[ ] FOB DESTINATION [X] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

| NAME | TELEPHONE NUMBER | |
|---|---|---|
| | AREA CODE | NUMBER Ext.: |

9. DESTINATION

a. NAME OF CONSIGNEE

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

b. STREET ADDRESS

c. CITY

d. CITY

e. STATE

f. ZIP CODE

d. STATE

e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

## 11. SCHEDULE *(Include applicable Federal, State and local taxes)*

| ITEM NUMBER (a) | SUPPLIES/SERVICES (b) | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|---|---|---|---|---|---|
| | The U.S Court of Appeals for the Federal Circuit, Innovation Center, seeks the services of a qualified firm for Exhibit Design and Audio-Visual Integration Services | | | | |

| 12. DISCOUNT FOR PROMPT PAYMENT | a. 10 CALENDAR DAYS (%) | b. 20 CALENDAR DAYS (%) | c. 30 CALENDAR DAYS (%) | d. CALENDAR DAYS | |
|---|---|---|---|---|---|
| | | | | NUMBER | PERCENTAGE |
| | 0.000 | 0.000 | 0.000 | 0 | 0.000 |

NOTE: Additional provisions and representations [ X ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME *(Type or print)*

b. TELEPHONE

AREA CODE

c. TITLE *(Type or print)*

NUMBER

## Section B - Supplies or Services and Prices/Costs

| Number | Supplies or Services | Qty | Unit | Unit Price | Total (Inc. disc., tax, and fees) |
|---|---|---|---|---|---|
| 0001 | Exhibition Design, Fabrication, and Installation Services for Interactive Educational Exhibits<br>**Type of Contract:**<br>Other | 0.000000 | SV | | |

1-1 Employment by the Government JAN 2003

(a) The contractor covenants that throughout the term of this contract no contractor employee who performs services under this contract will be an officer or employee of the government of the United States.
(b) If the contractor be an individual, the contractor covenants that throughout the term of this contract the individual will not be or become an officer or employee of the government of the United States. If during the term of contract the contractor intends to become an officer or employee of the government, the contractor shall advise the contracting officer in writing of such intentions so appropriate measures may be taken.
(c) If the contractor be other than an individual, the contractor covenants that throughout the term of this contract no partner, principal, officer, stockholder, or other person having a financial interest in the contractor or the ability to control the contractor, directly or indirectly, will be or become an officer or employee of the government of the United States. The status of a stockholder as an officer or employee of the government of the United States will not constitute a violation of this subsection if the stock of the contractor is traded publicly over the counter or on a regional or national stock exchange.
(d) For purposes of subsection (c), a business or partnership interest or stock owned by a spouse, child, or parent of an officer or employee of the government of the United States shall be deemed to be owned by such officer or employee.
(e) The violation of any subsection of this section will constitute a material breach for which the judiciary may seek any and all remedies under the contract, including terminations.
(END)

1-5 Conflict of Interest AUG 2004

(a)The contractor specifically agrees that there is no conflict of interest arising from the services to be provided under this agreement. The contractor further agrees that no employee, principal, or affiliate is in any such conflict.
(b) Work under this contract may create a future conflict of interest that could prohibit the contractor from competing for, or being awarded future judiciary contracts. The following examples illustrate situations in which questions concerning potential conflicts of interest may arise:
(1) Unequal access to information - access to internal judiciary business information as part of the performance of a contract that could provide the contractor a competitive advantage in a later competition for another judiciary contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information.
(2) Competitive advantage - the contractor, under a prior or existing contract, participates in defining or preparing the requirements or documents that are involved in a subsequent procurement where the contractor may be a competitor. This includes, but is not limited to, defining the requirements, preparing an alternatives analysis, drafting the statement of work or specifications, or developing the evaluation criteria.
(3) Impaired objectivity - the contractor is required to assess or evaluate products or services produced or performed by the contractor or one of its business divisions, subsidiaries, or affiliates, or any entity with which it has a significant financial relationship. The contractor's ability to render impartial advise could appear to be undermined by the contractor's financial or other business relationship with the entity being evaluated.
(c) The contractor agrees to immediately notify the contracting officer, in writing, if an actual or potential conflict of interest arises, including any of the above and if a non-judiciary client requests or receives any professional advice, representation, or assistance regarding the judiciary.
(d) The judiciary reserves the right to preclude a contractor from participating in a procurement, refuse to permit the contractor to undertake any conflicting agreements with non-judiciary clients, or terminate this contract without cost to the judiciary in the event the contracting officer determines a conflict of interest exists and cannot be avoided or mitigated.
(END)

2-5B Inspection of Services APR 2013

The contractor shall provide and maintain an inspection system, acceptable to the judiciary covering the performance of services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the judiciary during contract performance and for at least three years after acceptance.
(b) The judiciary has the right to inspect and test all services provided under this contract, to the extent practicable, at all times and places during the term of the contract. The judiciary will perform inspections and tests in a manner that will not unduly delay the work.
(c) If the judiciary performs inspections or tests on the premises of the contractor or a subcontractor, the contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
(d) If any of the services do not conform with contract requirements, the judiciary may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the services cannot be corrected by re-performance, the judiciary may:
(1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements; and
(2) reduce the contract price to reflect the reduced value of the services performed.
(e) If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the judiciary may:
(1) by contract or otherwise, obtain performance of the services and charge to the contractor any cost incurred by the judiciary that is directly related to the performance of such service; or
(2) terminate the contract for default.
(END)

2-20A Incorporation of Warranty JAN 2003

Notwithstanding the contractor's standard commercial warranty, if offered and accepted by the judiciary, any dispute thereunder will be resolved under the Disputes clause of this contract, notwithstanding any disputes procedure that may be specified in the warranty.
(END)

2-20C Warranty of Services JAN 2003

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the judiciary by which the judiciary assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.
(b) Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor [contracting officer will insert the specific period of time in which notice will be given to the contractor; e.g., "within 30 days from the date of acceptance by the judiciary"; within 1000 hours of use by the judiciary;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice will state either
(1) that the contractor shall correct or re-perform any defective or nonconforming services; or
(2) that the judiciary does not require correction or re-performance.
(c) If the contractor is required to correct or re-perform, it shall be at no cost to the judiciary, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the judiciary thereby, or make an equitable adjustment in the contract price.
(d) If the judiciary does not require correction or re-performance, the contracting officer will make an equitable adjustment in the contract price.
(END)

2-65 Key Personnel APR 2013

(a) Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:
(1) All substitutes shall have qualifications at least equal to those of the person being replaced.

(2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
(3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.
(4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.
(5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.
(6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:
(a) name of person;
(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 contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.
(b) The following individuals are designated as key personnel under this contract:[Contracting Officer to add names upon contract award]
(END)

3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2026) APR 2026

(a) The following provisions are incorporated by reference into the request for quotations (RFQ):
- (1) Provision 3-70, Determination of Responsibility (JAN 2003)
- (2) Provision 3-210, Protests (JUN 2014)
- (3) Provision 7-60, Judiciary-Furnished Property or Services (JAN 2003)

(b) The contractor shall comply with the following clauses incorporated by reference:
- (1) Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)
- (2) Clause 2-60, Stop-Work Order (JAN 2010)
- (3) Clause 3-205, Protest After Award (JAN 2003)
- (4) Clause 7-20, Security Requirements (APR 2013)
- (5) Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)
- (6) Clause 7-35, Disclosure or Use of Information (APR 2013)
- (7) Clause 7-85, Examination of Records (JAN 2003)
- (8) Clause 7-125, Invoices (APR 2011)
- (9) Clause 7-130, Interest (Prompt Payment) (JAN 2003)
- (10) Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
- (11) Clause 7-140, Discounts for Prompt Payment (JAN 2003)
- (12) Clause 7-150, Extras (JAN 2003)
- (13) Clause 7-185, Changes (APR 2013)
- (14) Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)
- (15) Clause 7-210, Payment for Emergency Closures (APR 2013)

(16) Clause 7-235, Disputes (JAN 2003)

(c) The contractor shall comply with the following clauses, incorporated by reference, unless the stated circumstances do not apply:

(1) Clause B-20, Computer Generated Forms (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)

(2) Clause 2-57, Protecting, Reporting, and Responding to Incidents Involving Sensitive Information (JUN 2024) (Applies when contractor and/or subcontractor employees will have access to Sensitive Information, or have access to or handle systems containing Sensitive Information, or collect or maintain Sensitive Information on behalf of the judiciary, or use a contractor information system(s) to process, store, or transmit Sensitive Information.)

(3) Clause 2-115, Terms for Commercial Advance Payment of Purchases (APR 2013) (Applies if advance payment will be authorized.)

(4) Clause 2-115, Alt I (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance.)

(5) Clause 3-120 , Order of Precedence (JAN 2026)

(6) Clause 6-60, Rights in Data – General (JUN 2012) (Applies if data will be produced, furnished, or acquired under the purchase order.)

(7) Clause 7-145, Government Purchase Card (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)

(8) The following apply to products only:

(a) Clause 2-25A, Delivery Terms and Contractor's Responsibilities (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)

(b) Clause 2-45, Packaging and Marking (AUG 2004) (Applies to fixed-price contracts for products or for a service involving furnishing of products.)

(c) Clause 3-155, Walsh-Healey Public Contracts Act (JUN 2012) (Applies to purchase orders over $15,000 for the manufacturing or furnishing of products in the United States, Puerto Rico, or the U.S. Virgin Islands.)

(9) The following apply to services only:

(a) Clause 1-1, Employment by the Government (JAN 2003)

(b) Clause 1-5, Conflict of Interest (AUG 2004)

(c) Clause 3-160, Service Contract Labor Standards (MAR 2019) (Applies to any purchase order over $2,500, the principal purpose of which is to furnish services through the use of service employees for work to be performed in the United States, Puerto Rico, Guam, or the U.S. Virgin Islands, except where Clause 3-215, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, or Clause 3-225, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements apply. See (7)(g) and (7)(h) below.)

(d) Clause 7-40, Judiciary-Contractor Relationship (JAN 2003) (Applies to all services.)

(e) Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013) (Applies when services are performed at a judiciary building.)

(f) Clause 7-205, Payment for Judiciary Holidays (OCT 2023) (Applies to time-and-materials or labor-hour contracts.)

(g) Clause 3-215, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (MAR 2019) (Applies if the request for quotation included Provision 3-195 and the contractor certified its compliance with the conditions stated in the provision.)

(h) Clause 3-225, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements (MAR 2019) (Applies if the request for quotation included Provision 3-220 and the contractor certified its compliance with the conditions stated in the provision.)

(d) Inspection/Acceptance

The contractor shall tender for acceptance only those products and/or services that conform to the requirements of this contract. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise these rights:

(1) within a reasonable period of time after the defect or non-conformance was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable Delays

The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.

(f) Termination for the Judiciary's Convenience

The judiciary reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for Cause

The judiciary may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty

The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(END)

3-300 Registration in the System for Award Management (SAM) (OCT 2023) APR 2013

(a) Definitions. As used in this clause –

"System for Award Management (SAM)" means the federal government owned and operated free website that replaced the Central Contractor Registration (CCR) and is the primary government repository for contractor information required for the conduct of business with the government.

Unique entity identifier (UEI) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing UEI.

"Registered in the SAM database" means that –

(1) The contractor has entered all mandatory information, including the UEI, into the SAM 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 SAM registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM 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 "Unique Entity Identifier" followed by the UEI that identifies the offeror's name and address exactly as stated in the offer. The UEI will be used by the contracting officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a UEI, it may obtain one at SAM.gov. The offeror should be prepared to provide the following information:

(1) company legal business name;
(2) tradestyle, doing business, or other name by which your entity is commonly recognized;
(3) company physical street address, city, state and ZIP code;
(4) company mailing address, city, state and ZIP code (if different from physical);
(5) company telephone number;
(6) date the company was started;
(7) number of employees at your location;
(8) chief executive officer/key manager;
(9) line of business (industry);

(10) company headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM 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 SAM database, and for any liability resulting from the government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM database;

(ii) comply with the requirements of Guide to Judiciary Policy, Vol. 14, § 745.55; 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 SAM information showing 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 SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the contractor's SAM 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.SAM.gov or by calling 1-866-606-8220 or at http://www.FSD.gov.

(END)

| 3-305 | Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration | APR 2013 |
|---|---|---|

(a) Method of payment.

(1) All payments by the judiciary 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 judiciary 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 judiciary to extend the payment due date until such time as the judiciary can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The judiciary shall make payment to the contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The judiciary 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 SAM database is incorrect, then the judiciary need not make payment to the contractor under this contract until correct EFT information is entered into the SAM 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 judiciary used the contractor's EFT information incorrectly, the judiciary 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 judiciary 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 judiciary 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 judiciary 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 SAM 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 a proper assignment of claims, 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 judiciary, is incorrect EFT information within the meaning of paragraph (d) of this clause.
(g) Liability for change of EFT information by financial agent. The judiciary is not liable for errors resulting from changes to EFT information made by the contractor's financial agent.
(h) Payment Information. The judiciary 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 at https://www.ipp.gov/. Registered vendors may retrieve and/or review check stub advice each time an EFT payment is received. If the judiciary makes payment by check in accordance with paragraph (a) of this clause, the judiciary shall mail the check and any other payment information to the remittance address contained in the SAM database.
(end)

5-20 Records Ownership JAN 2003

Notwithstanding any state law providing for retention of rights in the records, the contractor agrees that the judiciary may, at its option, demand and take without additional compensation all records relating to the services provided under this agreement. The contractor shall turn over all such records upon request but may retain copies of documents produced by the contractor.
(END)

6-20 Insurance-Work On or Within a Judiciary Facility APR 2011

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:
(1) *Workman's Compensation and Employee's Liability Insurance.* The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least $100,000 per incident is required.
(2) *Automobile Liability Insurance.* The contractor shall have coverage at a minimum of $200,000 per person; $500,000 per occurrence for bodily injury; and $20,000 per occurrence for property damage.
(3) *General Liability Insurance.* The contractor shall have coverage at a minimum of $200,000 per person and $500,000 per occurrence for death or bodily injury and $20,000 per occurrence for property damage.
(4) *Self-Insurance.* If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.
(b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.
(c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.
(d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:
(1) for such period as the laws of the state in which this contract is to be performed prescribe; or
(2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.
(e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.
(END)

7-5 Contracting Officer's Representative APR 2013

(a) Upon award, a contracting officer's representative (COR) may be appointed by the contracting officer. The COR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COR will not be authorized to change any terms and conditions of the resultant contract, including price.
(b) The COR, 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.

(END)

7-25 Indemnification AUG 2004

(a) The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.
(b) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefor, require the contractor to replace at its own expense, all property lost or damaged.
(c) *Hold Harmless and Indemnification Agreement.* The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.
(d) The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.
(e) *Judiciary's Right of Recovery.* Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.
(f) *Judiciary Liability.* The judiciary will not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the judiciary and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.
(END)

7-40 Judiciary-Contractor Relationships JAN 2003

(a) The judiciary and the contractor understand and agree that the services to be delivered under this contract by the contractor to the judiciary are non-personal services. The parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the judiciary and the contractor and/or between the judiciary and the contractor's employees. It is therefore, in the best interest of the judiciary to afford the parties a full and complete understanding of their respective obligations.
(b) The contractor and/or the contractor's personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a federal officer, or are under the supervision, direction, or evaluation of a federal officer;
(2) be placed in a staff or policy making position;
(3) be placed in a position of command, supervision, administration or control over judiciary personnel or the personnel of other contractors, or become a part of the judiciary organization;
(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations.
(c) Employee Relationship.
(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgement and discretion on behalf of the judiciary. The contractor's employees will act and exercise personal judgement and discretion on the behalf of the contractor, as directed by the contractor's supervisory personnel, and in accordance with the contract terms and conditions.
(2) Rules, regulations, directions, and requirements issued by the judiciary under the judiciary's responsibility for good order, administration, security, and safety are applicable to all personnel physically located on-site, inclusive of contractor personnel who are required under the terms and conditions of this contract to be so located.. This is not to be construed or interpreted to establish any degree of judiciary control which is inconsistent with a non-personal services contract.
(END)

7-55 Contractor Use of Judiciary Networks JUN 2014

Whenever authorized to use judiciary networks, the contractor, subcontractor, teaming partner, and all employees (hereinafter referred to as "entities"), shall not perform or participate, directly or indirectly, in any of the following:
(a) accessing internet sites which may be inappropriate or reflect poorly on the judiciary: Unless accessing internet sites is case-related, entities shall refrain from creating, downloading, viewing, storing, copying, and transmitting sexually explicit or sexually-oriented materials which are never appropriate and may be illegal in some cases. Internet sites capture the domain name of all sites accessing them and maintain a record of this information. It could be embarrassing to the judiciary if the judiciary's domain name were found on the access records of inappropriate sites;
(b) logging onto video or audio sites, such as broadcast services or radio stations and downloading music files. This consumes significant disk space on local computers and may be a violation of copyright law. Each of the several thousand video clips downloaded daily can be equal to downloading a 400-page memorandum;
(c) using judiciary systems to send or receive e-mails containing greeting cards, political statements, jokes, pictures, chain letters or other unauthorized mass mailings, regardless of the subject matter, and other items of a personal nature;
(d) sending large attachments unless required for official business. Video, sound, or other large file attachments consume large amounts of network capacity. E-mail attachments, large files, and executable programs present two problems. First, large attachments consume network capacity and storage space on both national and local e-mail servers and desktops, slowing the network down for everyone. Second, executable programs present a risk for infection by computer viruses;
(e) participating in chat rooms or using "instant messaging" software;
(f) checking personal e-mail accounts over the judiciary's network;
(g) using the network connection for personal commercial purposes, private gain, or illegal activities. Unless use is required for official judiciary and contract- related business, all entities shall refrain from using the network connection for commercial purposes (including shopping). It is also inappropriate to use the network connection in support of outside employment activities (including consulting for pay, sales or administration of business transactions, and sales of products or services) or for illegal activities (such as gambling or hacking);
(h) using the e-mail or the network connection for offensive activities. It is inappropriate to use e-mail or the internet to access, send, or receive information on, or in support of, activities that are illegal or offensive. Such activities include, but are not limited to, hate speech or material that ridicules or degrades others on the basis of race, creed, religion, color, sex, disability, national origin, or sexual orientation.
(END)

7-65 Protection of Judiciary Buildings, Equipment, and Vegetation APR 2013

The contractor shall use reasonable care to avoid damaging buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the judiciary facility. If the contractor's failure to use reasonable care causes damage to any of this property, the contractor shall replace or repair the damage at no expense to the judiciary, as the contracting officer directs. If the contractor fails or refuses to make such repair or replacement, the contractor shall be liable for the cost, which may be deducted from the contract price.

(end)

7-95 Contractor Inspection Requirements JAN 2003

The contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the products or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any judiciary inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the judiciary.
(END)

7-210 Payment for Emergency Closures APR 2013

During an emergency closure of the judiciary, or any individual judiciary office, taken in its sovereign capacity for the public good, the judiciary is not obligated to compensate contractors during the emergency closure, unless: 1) the contract specifically requires the contractor to be on-site at the judiciary facility during an emergency closure; 2) the contract specifically provides for compensation to the contractor even when the government acts in its sovereign capacity; or 3) the contractor obtains approval from the contracting officer or designated contracting officer's representative (COR) to perform work at an offsite location.

(end)

7-215 Notification of Ownership Changes JAN 2003

(a) The contractor shall make the following notifications in writing:
(1) when the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the contracting officer within 30 days;
(2) the contractor shall also notify the contracting officer within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
(b) The contractor shall:
(1) maintain current, accurate, and complete inventory records of assets and their costs;
(2) provide the contracting officer or designated representative ready access to the records upon request;
(3) ensure that all-individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and
(4) retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.
(c) The contractor shall include the substance of this clause in all subcontracts under this contract.
(END)

2-70 Site Visit JAN 2003

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after contract award.
(END)

3-100 Instructions to Offerors APR 2013

(a) *Definitions.* As used in this provision:
"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.
"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.
"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.
(b) *Amendments to Solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the

amendment(s). An offeror's failure to acknowledge amendments affecting price, quantity, quality or delivery may result in the offeror's proposal being determined unacceptable where award is made without discussions.
(c) *Submission, modification, revision, and withdrawal of offers.*
(1) Unless some other method (e.g., facsimile) is permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
(2) The first page of the offer shall show:
(i) the solicitation number;
(ii) the name, address, and telephone and facsimile numbers of the offeror (and email address if available);
(iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
(iv) names, titles, and telephone and facsimile numbers (and email addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and
(v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
(3) *Submission, modification, revision, and withdrawal of offers*
(i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.
(ii) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it is in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:
(A) there is acceptable evidence to establish that it was received at the judiciary office designated for receipt of offers prior to the time set for receipt; or
(B) it is the only offer received.
However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.
(iii) Acceptable evidence to establish the time of receipt at the judiciary office includes the time/date stamp of that office on the offer wrapper, other documentary evidence of receipt maintained by the office, or oral testimony or statements of judiciary personnel.
(iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.
(v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the Provision 3-115, "Facsimile Offers". Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.
(4) Unless otherwise specified in the solicitation, offers on less than all items solicited will not be considered.
(5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.
(6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
(7) Offerors may submit revised offers only if requested or allowed by the contracting officer.
(8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.
(d) *Offer expiration date.* Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
(e) *Restriction on disclosure and use of data.* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:
(1) mark the title page with the following legend:
This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [[insert numbers or other identification of sheets]]; and

(2) mark each sheet of data it wishes to restrict with the following legend:
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.
(f) *Contract award.*
(1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
(2) The judiciary may reject any or all offers if such action is in the judiciary's interest.
(3) The judiciary may waive informalities and minor irregularities in offers received.
(4) The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a cost or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.
(5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.
(6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the judiciary's best interest to do so.
(7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.
(8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.
(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
(10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.
(11) The judiciary may disclose the following information in postaward debriefings to other offerors:
(i) the overall evaluated cost or price and technical rating of the successful offeror;
(ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;
(iii) a summary of the rationale for award; and
(iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.
(end)