



US Bankruptcy Court
Eastern District of Texas

Jason McDonald
Clerk of Court

REQUEST FOR QUOTE

To: Prospective Contractor

Date: June 2, 2021

POC: Cheri Bertrand, (903) 590-3219

Project Title: U.S. Bankruptcy Court 9th Floor Refresh

Tyler, Texas 75702

Location: U.S. Bankruptcy Court, Plaza Tower, 110 N. College Avenue, 9th Floor

*****PERFORMANCE PERIOD MUST BE NOTED ON QUOTE*****

JULY 6 – 9 and July 12 – 13, 2021

OR

JULY 19 – 23, 2021

Work to be performed between the hours of 8am until 5pm, Monday through Friday.

Area 1:

Judge's Office including bathroom

Area 2:

Reception Area
Connecting Hallway (stopping at doorway of the Library)
Including Column

Area 3:

(2) Law Clerk's Offices
Including Column in each office

Quote should include separate line items for painting Area 1, Area 2, and Area 3:

- Remove wall covering as noted per walkthrough
- Seal off walls after wallcovering is removed
- Skim walls as needed, patch and texture walls
- Primer and at least two coats of paint on all surfaces
- All furniture and furnishings should be covered with appropriate plastic or Visqueen

Additional Information:

- Furniture will be moved away from walls by USBC
- Worksite is a secured area and all contractors will be required to pass through a security checkpoint
Contractors are required to have a valid photo ID with them
Tools that are not necessary for the work are prohibited
- PO will be issued at award determination and payment will be issued after final walk through (Punch list will have been completed and approved by USBC)
- Site visit required before June 16, 2021
- Deadline for quotes to be submitted: June 18th, 2021 4pm CST
- Award based on lowest price, technically acceptable quote

Special Notes:

Quotes **must** be received at the listed address by **Friday, June 18, 2021, by 4:00 pm CST.**

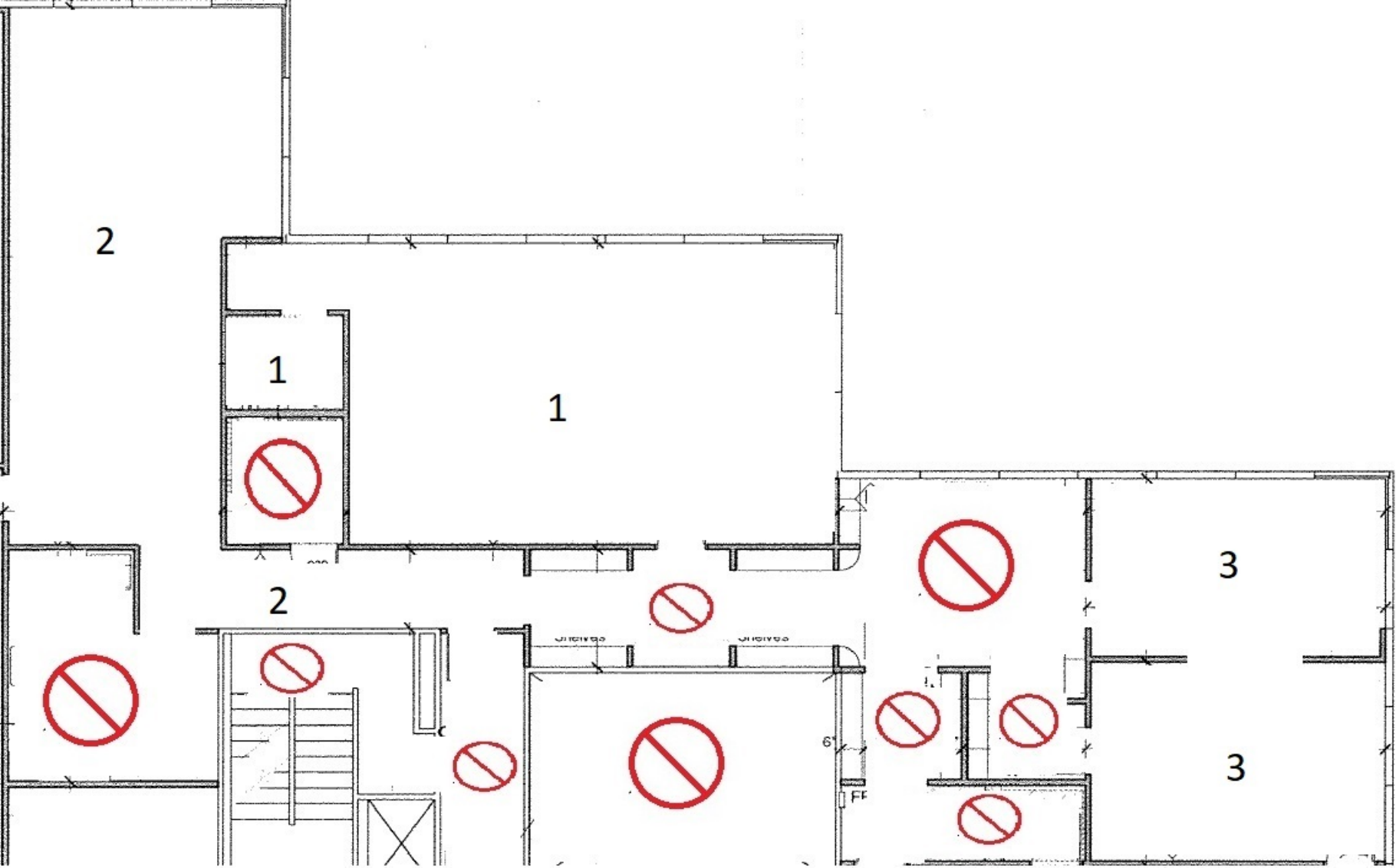
US Bankruptcy Court, Attention: Cheri Bertrand, 110 N. College Ave. 8th Floor, Tyler Texas, 75702

Or e-mailed to Cheri_Bertrand@txeb.uscourts.gov with the subject line of **U.S. Bankruptcy Court 9th**

Floor Refresh

A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer.

Quotes and questions concerning this RFQ should be addressed to the Contracting Officer Cheri Bertrand by e-mail at Cheri_Bertrand@txeb.uscourts.gov with the subject line of **U.S. Bankruptcy Court 9th Floor Refresh no later than June 16, 2021**



2

1

1

2

3

3

6

FF

Clause and Provisions

Provision B-1, Solicitation Provisions Incorporated by Reference

Include the following provision as prescribed in [Appx. 1B, § B.2.1\(a\) \(Solicitation Provisions and Contract Clauses Prescribed in Appendix 1B\)](#).

Solicitation Provisions Incorporated by Reference (SEP 2010)

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.aspx>.

Clause B-5, Clauses Incorporated by Reference

Include the following clause as prescribed in [Appx. 1B, § B.2.1\(b\) \(Solicitation Provisions and Contract Clauses Prescribed in Appendix 1B\)](#).

Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

Clause 2-65, Key Personnel

Include the following clause as prescribed in [§ 220.25.80\(d\) \(Service-Related Provisions and Clauses\)](#) and [§ 520.75\(b\) \(Provisions and Clauses\)](#).

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:

Provision 2-70, Site Visit

Include the following provision as prescribed in [§ 220.25.80\(e\) \(Service-Related Provisions and Clauses\)](#).

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.

Clause 2-95, Material Requirements

Include the following clause as prescribed in [§ 220.25.70\(i\) \(Product-Related Delivery Clauses and Provisions\)](#).

Material Requirements (JAN 2003)

(a)As used in this clause:

(1)"new" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the products meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2)"reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3)"recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4)"re-manufactured" means factory rebuilt to original specifications.

(5) "virgin material" means:

(i) previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or

(ii) any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or products composed of or manufactured from virgin material, the contractor shall provide products that are new, reconditioned, or re-manufactured, as defined in this clause.

(c) An offer to provide unused former government surplus property shall include a complete description of the material, the quantity, the name of the government agency from which acquired, and the date of procurement.

(d) An offer to provide used, reconditioned, or re-manufactured products shall include a detailed description of such products and shall be submitted to the contracting officer for written approval.

(e) Used, reconditioned, or re-manufactured products, or unused former government surplus property, may be used in performance if the contractor has proposed the use of such products, and the contracting officer has authorized their use.

Clause 2-120, Submission of Invoice

Include the following clause as prescribed in [§ 220.55.70\(c\) \(Clauses for Inclusion in Solicitations and Contracts Offering Commercial Advance Payment\)](#).

Submission of Invoice (OCT 2006)

Upon satisfactory completion of the first month of performance under this contract and approval by the contracting officer, the contractor may invoice and receive payment for a maximum of twelve months of performance.

Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases

Include the following clause as prescribed in [§ 310.50.30\(d\) \(Incidental Items Not on Schedule\)](#), [§ 325.30.20\(b\) \(Written Solicitations\)](#), and [§ 325.45.15\(b\) \(Open Market Purchases\)](#).

Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)

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

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

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

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

(6)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.)

(7)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 services when not involving judiciary information technology funds.)

(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](#) (APR 2013) (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.

Provision 3-5, Taxpayer Identification and Other Offeror Information

Include the following provision as prescribed in [§ 325.30.20\(b\) \(Written Solicitations\)](#) and [§ 330.10.30\(a\) \(Provisions and Clauses\)](#).

Taxpayer Identification and Other Offeror Information (APR 2011)

(a)Definitions.

"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) and (e) of this provision to comply with debt collection requirements of [31 U.S.C. §§ 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. §§ 6041, 6041A](#), 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)Contractor representations.

The offeror represents as part of its offer that it is , is not 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- Women Owned Business
- Minority Owned Business (if selected then one sub-type is required)
- Black American Owned
- Hispanic American Owned
- Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- Individual/concern, other than one of the preceding.

Provision 3-95, Preparation of Offers

Include the following provision as prescribed in [§ 330.10.30\(n\) \(Provisions and Clauses\)](#).

Preparation of Offers (APR 2013)

(a)Offerors are expected to examine the drawings, specifications, clauses, line items, attachments, and all provisions and instructions. Failure to do so will be at the offeror's risk.

(b)Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the offer and each continuation sheet on which it makes an entry. Erasures or other changes shall be initialed by the person signing 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 purchasing office.

(c)For each item in the offer, the offeror shall:

(1)show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation; and

(2)enter the extended price/cost for the quantity of each item offered in the "amount" column of the line item schedule.

In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d)Offers for products or services other than those specified will not be considered unless authorized by the solicitation.

(e)Offerors shall state a definite time for delivery of products or for performance of services, unless otherwise specified in the solicitation.

(f)Time, if stated as a number of days, will include Saturdays, Sundays, and federal holidays.

Clause 3-310, Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration

Include the following clause as prescribed in [§ 330.10.30\(dd\)\(3\)](#) (Provisions and Clauses).

Payment by Electronic Funds Transfer – Other Than 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 payment due dates until such time as the judiciary makes payment by EFT (*but see* paragraph (d) of this clause).

(b)Mandatory Submission of Contractor's EFT Information

(1)The contractor is required to provide the judiciary with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (j) of this clause by no later than 15 days prior to submission of the first request for payment. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the same office.

(2)If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the office designated in paragraph (j).

(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

(1)The judiciary is not required to make any payment under this contract until after receipt, by the office designated in paragraph (j), of the correct EFT payment information from the contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice.

(2)If the EFT information changes after submission of correct EFT information, the judiciary shall begin using the changed EFT information no later than 30 days after its receipt by the office designated in paragraph (j) to the extent payment is made by EFT. However, the contractor may request that no further payments be made until the updated EFT information is implemented by the payment office.

(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) 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 provide the EFT information required by paragraph (i) of this clause to the office designated in paragraph (j), and shall be paid by EFT in accordance with the terms of this clause. 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 provided by the contractor's financial agent.

(h) Payment Information

The judiciary will not provide EFT payment information. EFT 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 provided in accordance with paragraph (i) of this clause.

(i) EFT Information

The contractor shall provide the following information to the office designated in paragraph (j) of this clause. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the contract official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent.

(5) The contractor's bank account number and the type of account (checking, saving, or lockbox).

(j) Designated Office:

[insert name, address, phone, and fax for court's paying office]

Clause 6-20, Insurance – Work On or Within a Judiciary Facility

Include the following clause as prescribed in [§ 630.20.40\(a\) \(Clauses\)](#).

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.

Clause 6-25, Insurance – Liability to Third Persons

Include the following clause as prescribed in [§ 630.20.40\(b\) \(Clauses\)](#).

1. **Insurance – Liability to Third Persons (APR 2013)**
2. (a)(1) Except as provided in paragraph (a)(2) of this clause, the contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the contracting officer may require under this contract.
3. (2) The contractor may, with the written approval of the contracting officer, maintain a self-insurance program, provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority.
4. (3) All insurance required by this paragraph shall be in a form and amount and for those periods as the contracting officer may require or approve and with insurers approved in writing by the contracting officer.
5. (b) The contractor agrees to submit for the contracting officer's written approval, to the extent and in the manner required by the contracting officer, any other insurance that is maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement.
6. (c) The contractor shall be reimbursed:
7. (1) for that portion:
 1. (i) of the reasonable cost of insurance allocable to this contract; and
 2. (ii) required or approved in writing under this clause; and
8. (2) for certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities shall arise out of the performance of this contract, whether or not caused by the negligence of the contractor or of the contractor's agents, servants, or employees, and shall be represented by final judgments or settlements approved in writing by the judiciary. These liabilities are for:
 1. (i) loss of or damage to property (other than property owned, occupied, or used by the contractor, rented to the contractor, or in the care, custody, or control of the contractor); or
 2. (ii) death or bodily injury.
9. (d) The judiciary's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract will be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
10. (e) The contractor will not be reimbursed for liabilities (and expenses incidental to such liabilities):

1. (1)for which the contractor is otherwise responsible under the express terms of any clause incorporated in the contract, whether incorporated by reference or in full text;
 2. (2)for which the contractor has failed to insure or to maintain insurance as required by the contracting officer; or
 3. (3)that result from willful misconduct or lack of good faith on the part of any of the contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of:
 1. (i)all or substantially all of the contractor's business;
 2. (ii)all or substantially all of the contractor's operations at any one plant or separate location in which this contract is being performed; or
 3. (iii)a separate and complete major industrial operation in connection with the performance of this contract.
11. (f)The provisions of paragraph (e) of this clause will not restrict the right of the contractor to be reimbursed for the cost of insurance maintained by the contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; *provided*, that such cost is allowable under [Clause 4-60, Allowable Cost and Payment](#).
12. (g)If any suit or action is filed or any claim is made against the contractor, the cost and expense of which may be reimbursable to the contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the contractor shall:
1. (1)immediately notify the contracting officer and promptly furnish copies of all pertinent papers received;
 2. (2)authorize judiciary representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
 3. (3)authorize judiciary representatives to settle or defend the claim and to represent the contractor in or to take charge of any litigation, if required by the judiciary, when the liability is not insured or covered by bond. The contractor may, at its own expense, be associated with the judiciary representatives in any such claim or litigation.

Clause 7-25, Indemnification

Include the following clause as prescribed in [§ 715.55\(f\) \(Clauses/Provisions\)](#).

1. **Indemnification (AUG 2004)**
2. (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.

3. (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.
4. (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.
5. (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.
6. (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.
7. (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.

Clause 7-95, Contractor Inspection Requirements

Include the following clause as prescribed in [§ 220.10.70\(d\) \(Clauses for Inclusion in Solicitations or Contracts\)](#).

1. **Contractor Inspection Requirements (JAN 2003)**

2. 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.