

JP3 Provision 2-1, Request for Information or Solicitation for Planning Purposes

As prescribed in 2.1.6.c., the contracting officer will insert this provision in Section L.

Request for Information or Solicitation for Planning Purposes (JAN 2003)

The judiciary does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited.

- (1) Although "offer" and "offeror" are used in this Request for Information, your response will be treated as information only. It will not be used as an offer.
- (2) This solicitation is issued for the purpose of:
[state purpose]_____

(end)

JP3 Clause 2-5A, Inspection of Products

As prescribed in 2.2.1.e.(1) or (3), the contracting officer will insert this clause in Section E.

Inspection of Products (JAN 2003)

- (a) The contractor shall use and maintain a written inspection or quality control system acceptable to the judiciary for the products under this contract. The contractor shall tender to the judiciary for acceptance only products which have been inspected in accordance with the acceptable inspection system and have been found by the contractor to be in conformity with contract requirements. As part of the system, the contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the judiciary during contract performance and for at least three years after acceptance. The judiciary has the right to evaluate the acceptability and effectiveness of the contractor's inspection system before award and during contract performance. This evaluation may be used to determine the extent of judiciary inspection and testing, but this does not waive its right to inspect and test all items. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract. As a minimum, the contractor's inspection/quality control system shall reflect controls and record keeping in the following functional areas:
 - (1) receiving inspection;
 - (2) in-process inspection;
 - (3) final inspection and test (including packaging);
 - (4) calibration of inspection or test equipment; and
 - (5) control or disposition of nonconforming material.

- (b) The judiciary has the right to inspect and test all products provided under this contract, to the extent practicable, at all times and places, including the period of manufacture, and in any event before acceptance. The judiciary will perform inspections and tests in a manner that will not unduly delay the work. The judiciary assumes no contractual obligation to perform any inspection and test for the benefit of the contractor unless specifically set forth elsewhere in this contract.
- (c) If requested by the judiciary, the contractor shall provide, without charge, all reasonable facilities and assistance to the judiciary inspectors. 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) The judiciary may require the contractor to correct or replace any products that fail to comply with the requirements of this contract. The judiciary may reject defective products which do not conform to the contract requirements and:
 - (1) require replacement or correction of the defects;
 - (2) acquire replacement products from another source, and charge the contractor for any costs incurred by the judiciary; or
 - (3) accept the products at a reduced price.
- (e) Any remedy such as replacement, correction, or reimbursement for re-procurement will be determined by the contracting officer. Corrected or replaced products may not be tendered again unless the former tender and the requirement for correction or replacement are disclosed. If the contractor fails to proceed with reasonable promptness to perform replacement or correction, and if it can be performed within a ceiling price, the judiciary may:
 - (1) by contract, or otherwise, remove, replace, or correct the products and charge the cost to the contractor; or
 - (2) terminate this contract for default.
- (f) The contracting officer may negotiate a deduction for consideration from the contract for reimbursement to the judiciary for any costs incurred for:
 - (1) the total time, including round-trip travel time, lost by judiciary representatives when the contractor is not ready for inspection at the time inspection and testing is requested by the judiciary; and
 - (2) the total time, including round-trip travel time, required by judiciary representatives for reinspection and retesting necessitated by rejection.
 - (3) Charges other than these, for any retesting caused by rejection, will be computed as the actual laboratory cost obtained from the National Bureau of Standards or other testing laboratory.

(end)

JP3 Clause 2-5B, Inspection of Services

As prescribed in 2.2.1.e.(2) or (3), the contracting officer will insert this clause in Section E.

Inspection of Services (AUG 2004)

- (a) The contractor shall provide to the judiciary for acceptance only services which conform to the contract requirements. As part of the inspection system, the contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the judiciary during contract performance and for at least three years after acceptance. The judiciary has the right to evaluate the acceptability and effectiveness of the contractor's inspection system before award and during contract performance. This evaluation may be used to determine the extent of judiciary inspection and testing, but this does not waive its right to inspect and test all services. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.
- (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 requested by the judiciary, the contractor shall provide, without charge, all reasonable facilities and assistance to the judiciary inspectors. 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 defects in 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, perform 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)

JP3 Clause 2-10, Responsibility of Products

As prescribed in 2.2.1.e.(4), the contracting officer will include this clause in Section E.

Responsibility of Products (JAN 2003)

- (a) Title to products furnished under this contract shall pass to the judiciary upon formal acceptance, regardless of when or where the judiciary takes physical possession, unless the contract specifically provides for earlier passage of title.
- (b) Unless the contract specifically provides otherwise, risk of loss of or damage to products shall remain with the contractor until, and shall pass to the judiciary upon:
 - (1) delivery of the products to a carrier, if transportation is F.o.b. origin; or
 - (2) acceptance by the judiciary or delivery of the products to the judiciary at the destination specified in the contract whichever is later, if transportation is f.o.b. destination.
- (c) Paragraph (b) of this clause shall not apply to products that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such non-conforming products remains with the contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this clause shall apply.
- (d) Under paragraph (b) of this clause, the contractor shall not be liable for loss of or damage to products caused by the negligence of officers, agents, or employees of the judiciary acting within the scope of their employment.
(end)

JP3 Provision 2-15, Warranty Information

As prescribed in 2.2.3.d.(1), the contracting officer will include this provision in Section L.

Warranty Information (JAN 2003)

Offerors are encouraged to submit information on any standard commercial warranties provided for offered products. The judiciary will consider these warranties in determining the most advantageous offer, to the extent provided in the evaluation factors.
(end)

JP3 Clause 2-20A, Incorporation of Warranty

As prescribed in 2.2.3.d.(2)(a), the contracting officer will include this clause in Section I.

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)

JP3 Clause 2-20B, Contractor Warranty

As prescribed in 2.2.3.d.(2)(b), the contracting officer include this clause in Section I.

Contractor Warranty (JAN 2003)

- (a) The contractor warrants that all products furnished under this contract, including packaging and markings, will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract.
- (b) The contracting officer will give written notice to the contractor of any breach of warranty and either:
 - (1) require the prompt correction or replacement of any defective or nonconforming products; or
 - (2) retain them, reducing the contract price by an amount equitable under the circumstances.
- (c) When return for correction or replacement is required, the contractor is responsible for all costs of transportation and for risk of loss in transit. If the contractor fails or refuses to correct or replace the defective or nonconforming products, the contracting officer may correct or replace them with similar products and charge the contractor for any cost to the judiciary. In addition, the contracting officer may dispose of the nonconforming products, with reimbursement from the contractor or from the proceeds for excess costs. Any products corrected or furnished in replacement are subject to this clause.
- (d) The rights and remedies of the judiciary provided in this clause are in addition to, and do not limit, any rights afforded to the judiciary by any other clause of the contract.

(end)

JP3 Clause 2-20C, Warranty of Services

As prescribed in 2.2.3.d.(2)(c), the contracting officer will include this clause in Section I.

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)

JP3 Clause 2-25A , Delivery Terms and Contractor's Responsibilities

As prescribed in 2.2.4.b.(1), the contracting officer will include this clause in Section F.

Delivery Terms and Contractor's Responsibilities (JAN 2003)

- (a) The judiciary reserves the right to specify the mode of transportation and routing to be employed.
- (b) **Destination** - If the contract specifies "F.o.b. destination," the following apply:
 - (1) "F.o.b. destination" means delivery to a destination specified in the purchase document by the consignor or seller (unless the contract provides otherwise). This includes within the doors of the specified building, including delivery to specific rooms within the building when specified. The cost of shipping and risk of loss are borne by the seller or consignor. Title to the products passes to the judiciary when deliverables arrive at the contract's stated destination.
 - (2) The contractor shall:
 - (i) pack and mark shipments to comply with contract specifications or, in their absence, prepare shipments in accordance with carrier requirements;
 - (ii) prepare and distribute commercial bills of lading;
 - (iii) deliver the shipment in good order and condition to the point of delivery specified in the contract;
 - (iv) be responsible for loss or damage occurring before receipt at the specified point of delivery;
 - (v) furnish a delivery schedule and designate the mode of delivery;
 - (vi) pay and bear all delivery costs to the specified point of delivery.
- (c) **Origin** - If the contract specifies "F.o.b. origin" the following apply:
 - (1) "F.o.b. origin" means delivery, free of expense to the judiciary to the carrier or shipment facility as follows:
 - (i) delivery on board the indicated type of conveyance of the carrier (or of the judiciary, if specified), to the specified point from which the shipment will be made and from which line haul transportation service (as distinguished from switching, local drayage, or other terminal service) begins;

- (ii) to a U.S. Postal Service facility; or
 - (iii) delivered by the contractor, to any judiciary designated point located within the same commercial zone (as prescribed by the Interstate Commerce Commission) as the F.o.b. point named in the contract.
- (2) The contractor shall:
- (i) pack and mark shipments to comply with contract specifications or, in their absence, prepare the shipment in accordance with carrier requirements and good commercial practices and secure the lowest applicable transportation charge.
 - (ii) order specified carrier equipment when requested by the judiciary. Otherwise, order appropriate carrier equipment not in excess of capacity to accommodate the shipment.
 - (iii) deliver the shipment in good order and condition to the carrier, when loaded by the contractor, load, stow, trim, block, and/or brace shipments as required by the carrier's rules and regulations.
 - (iv) be responsible for loss or damage occurring before delivery to the carrier; and for loss or damage due to improper packing/marking and, when loaded by the contractor, from improper loading, stowing, trimming, blocking, and/or bracing of the shipment;
 - (v) prepare a commercial bill of lading or other transportation receipt, to show:
 - (A) a description of the shipment in terms of the governing freight classification or tariff(or government rate tender) under which the lowest freight rates are applicable;
 - (B) the seals affixed to the conveyance, including the serial number on them, or other identification;
 - (C) the length and capacity of cars or trucks ordered and furnished;
 - (D) other pertinent information required to effect prompt delivery to the consignee, including name delivery address, postal address and ZIP code of consignee, routing, etc.;
 - (E) special instructions or annotations requested by the judiciary for commercial bills of lading (for example, "This shipment is the property of, and the freight charges paid to the carrier will be reimbursed by, the judiciary"); and
 - (F) the signature of carrier's agent and the date the shipment is received by the carrier.
 - (vi) distribute the copies of the bill of lading, or other transportation receipt, as directed by the judiciary.
 - (vii) supply with each invoice a memorandum copy of the bill of lading, clearly indicating the signature of the carrier's agent, date of pickup, and the weight accepted by the carrier. If the weight is determined by the carrier after pickup, it shall be annotated on the memorandum copy of the bill of lading along with the following:

"I certify that the weight information is that obtained from the carrier.

Signed: "

- (3) If the judiciary has not specified otherwise, the contractor shall ship on commercial bills of lading.
- (4) If the judiciary specifies that shipment is to be made on endorsed commercial bills of lading for transportation charges up to \$100, the contractor shall be required to prepay all transportation charges, not to exceed \$100, per shipment.
- (5) The contractor shall annotate the commercial bill of lading as follows: "Property of the United States Judiciary".
- (6) The actual transportation costs, not to exceed \$100 per shipment, will be added to the contractor's invoice as a separate item. The costs shall be based on the lowest published rate on file with the Interstate Commerce Commission or any state regulatory body. They shall be supported by freight or express receipts marked "prepaid."

(end)

JP3 Clause 2-25B, Commercial Bill of Lading Notations

As prescribed in 2.2.4.b.(2), the contracting officer will include this clause in Section F.

Commercial Bill of Lading Notations (JAN 2003)

If the contracting officer authorizes products to be shipped on a commercial bill of lading and the contractor will be reimbursed these transportation costs as direct allowable costs, the contractor shall ensure before shipment is made that the commercial shipping documents are annotated as follows:

“Transportation is for the judiciary _____ [name of the specific court unit or federal public defender organization] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and will be reimbursed by, the judiciary.

(end)

JP3 Clause 2-30A, Time of Delivery

As prescribed in 2.2.4.h.(1), the contracting officer will include this clause in Section F.

Time of Delivery (JAN 2003)

- (a) The judiciary requires delivery to be made according to the delivery schedule specified in Section F of the contract schedule. The judiciary will evaluate offerors' proposed delivery schedules to determine the offer with the most advantageous delivery time to the judiciary. Offers that propose delivery that will not clearly fall within the required delivery period will be deemed unacceptable. The judiciary reserves the right to award on

the basis of either the required delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than required. If the offeror proposes no other delivery schedule, the required delivery schedule will apply.

- (b) The required delivery schedule may be stated in terms of days after the effective date of the contract award or specific dates.

(end)

JP3 Clause 2-30B, Desired And Required Time Of Delivery

As prescribed in 2.2.4.h.(2), the contracting officer will include this clause in Section F and fill in the tables.

Desired And Required Time Of Delivery (JAN 2003)

- (a) The judiciary desires delivery to be made according to the following schedule:

Desired Delivery Schedule		
(Contracting Officer insert specific details)		
Item No.	Quantity	Within applicable specified time frame (i.e. number of calendar days after award, after contract start date, or after a specified date, etc.)

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule shall not extend the delivery period beyond the time for delivery in the judiciary's required delivery schedule as follows:

Required Delivery Schedule		
(Contracting Officer insert specific details)		
Item No.	Quantity	Within applicable specified time frame (i.e. number of calendar days after award, after contract start date, or after a specified date, etc.)

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered non-responsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

Offeror's Proposed Delivery Schedule		
(Offeror insert specific details)		
Item No.	Quantity	Within applicable specified time frame (i.e. number of calendar days after award, after contract start date, or after a specified date, etc.)

- (b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The judiciary will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the contracting officer through the ordinary mails. However, the judiciary will evaluate an

offer that proposes delivery based on the contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (1) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered non-responsive and rejected.

(end)

JP3 Clause 2-35 F.o.b. Destination, Within Judiciary's Premises

As prescribed in 2.2.4.h.(3), the contracting officer will include this clause in Section F.

F.o.b. Destination, Within Judiciary's Premises (JAN 2003)

- (a) The term "F.o.b. destination, within judiciary's premises," as used in this clause, means free of expense to the judiciary delivered and laid down within the doors of the judiciary's premises, including delivery to specific rooms within a building if so specified.
- (b) The contractor shall:
 - (1) (i) pack and mark the shipment to comply with contract specifications; or
 - (ii) in the absence of specifications, prepare the shipment in conformance with carrier requirements;
 - (2) prepare and distribute commercial bills of lading;
 - (3) deliver the shipment in good order and condition to the point of delivery specified in the contract;
 - (4) be responsible for any loss of and/or damage to the products occurring before receipt of the shipment by the judiciary at the delivery point specified in the contract;
 - (5) furnish a delivery schedule and designate the mode of delivering carrier; and
 - (6) pay and bear all charges to the specified point of delivery.

(end)

JP3 Clause 2-40A , Variation in Quantity

As prescribed in 2.2.4.i.(1)(a), the contracting officer will include this clause in Section F.

Variation in Quantity (JAN 2003)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.
- (b) The permissible variation shall be limited to:

___ Percent increase [contracting officer insert percentage]
 ___ Percent decrease [contracting officer insert percentage]
 This increase or decrease shall apply to _____.*

* *Contracting officer will insert in the blank the designation(s) to which the percentages apply, such as-*

- (1) *The total contract quantity;*
- (2) *Item 1 only;*
- (3) *Each quantity specified in the delivery schedule;*
- (4) *The total item quantity for each destination; or*
- (5) *The total quantity of each item without regard to destination.*

(end)

Clause 2-40B, Delivery of Excess Quantities

As prescribed in 2.2.4.i.(1)(b), the contracting officer will include this clause in Section F.

Delivery of Excess Quantities (JAN 2003)

The contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the contractor delivers, and the judiciary receives, quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the contractor. The judiciary may retain such excess quantities up to \$250 in value without compensating the contractor therefore, and the contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the judiciary, either be returned at the contractor's expense or retained and paid for by the judiciary at the contract unit price.

(end)

JP3 Clause 2-45, Packaging and Marking

As prescribed in 2.2.4.i.(2), the contracting officer will include this clause in Section D.

Packaging and Marking (AUG 2004)

- (a) Unless otherwise specified, preservation, packaging, and marking for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contractor shall place the contract number and delivery order number, or purchase order, as applicable, on or adjacent to the exterior shipping label or include them on the internal packing slip. For

any magnetic media provided, the contractor shall provide extra markings for protection against exposure to magnetic fields or temperature extremes.

- (b) All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices – e.g., if magnetic media is involved, extra marking shall be considered for protection against exposure to magnetic fields or temperature.

(end)

JP3 Clause 2-50, Continuity of Services

As prescribed in 2.2.4.i.(3), the contracting officer will include this clause in Section I.

Continuity of Services (JAN 2003)

- (a) The contractor recognizes that the services under this contract are vital to the judiciary and shall be continued without interruption and that, upon contract expiration, a successor, either the judiciary or another contractor, may continue them. The contractor agrees to:
- (1) furnish phase-in training, and
 - (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The contractor shall, upon the contracting officer's written notice:
- (1) furnish phase-in, phase-out services for up to 90 days after this contract expires, and
 - (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and will be subject to the contracting officer's written approval. The contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(end)

JP3 Clause 2-55, Privacy or Security Safeguards

As prescribed in 2.2.4.i.(4), the contracting officer will include this clause in Section I.

Privacy or Security Safeguards (JAN 2003)

- (a) The contractor shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any safeguards either designed or developed by the contractor under this contract or otherwise provided by the judiciary.
- (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of judiciary data, the contractor shall afford the judiciary access to the contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- (c) If new or unanticipated threats or hazards are discovered by either the judiciary or the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(end)

JP3 Clause 2-60, Stop-Work Order

As prescribed in 2.2.4.i.(5), the contracting officer will include this clause in Section F.

Stop-Work Order (JAN 2003)

- (a) The contracting officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order will be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the contracting officer will either:
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the default, or the Termination for Convenience, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the contractor shall resume work. The contracting officer will make an equitable adjustment in the delivery schedule or contract price, or both, and the contract will be modified, in writing, accordingly, if:
 - (1) The stop-work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and

- (2) The contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the contracting officer decides the facts justify the action, the contracting officer may receive and act upon the claim submitted at any time before final payment under this contract.
 - (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the judiciary, the contracting officer will allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
 - (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the contracting officer will allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (end)

JP3 Clause 2-65, Key Personnel

As prescribed in 2.2.4.i.(6) and 5.2.1.o.(2)., the contracting officer will include this clause in Section H.

Key Personnel (AUG 2004)

- (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.

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

(end)

JP3 Provision 2-70, Site Visit

As prescribed in 2.2.4.i.(7), the contracting officer will insert this provision in Section L.

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)

JP3 Clause 2-75, Liquidated Damages

As prescribed in 2.2.5.g., the contracting officer will include this clause in Section F. The contracting officer will insert the estimated amount in the blank.

Liquidated Damages (JAN 2003)

- (a) If the contractor fails to complete delivery of the products, or performance of the services within the time specified in this contract, or any extension, the contractor shall, in place of actual damages, pay to the judiciary _____ (contracting officer insert amount) for liquidated damages as agreed for each calendar day of delay.
- (b) Alternatively, if completion of delivery or performance is delayed beyond the contract dates, the judiciary may, at its sole discretion, terminate this contract in whole or in part under the Termination for Default clause, and the contractor shall be liable for the agreed liquidated damages accruing until the time the judiciary may reasonably obtain delivery or performance of similar products or services. The liquidated damages will be in addition to excess costs of re-procurement.
- (c) The contractor will not be charged with liquidated damages when the delay in completion of delivery or performance arises out of causes beyond the control and without the fault or negligence of the contractor.

(end)

JP3 Clause 2-80, Judiciary Property

As prescribed in 2.2.6., the contracting officer will include this clause in Section I.

Judiciary Property (JAN 2003)

- (a) Title to judiciary property provided under this contract remains in the judiciary. The contractor may use the judiciary property only in connection with this contract. The contractor shall secure judiciary property and maintain adequate property control records in accordance with sound industrial practice and shall make them available for judiciary inspection at all reasonable times.
- (b) Upon delivery of judiciary property to the contractor, the contractor assumes the risk and responsibility for its loss or damage, except:
 - (1) for reasonable wear and tear;
 - (2) to the extent property is consumed in performing the contract; or
 - (3) as otherwise provided in the contract.
- (c) Upon completing this contract, the contractor shall follow the contracting officer's instructions regarding the disposition of all judiciary property not consumed in performing this contract or previously delivered to the judiciary. The contractor shall prepare for shipment, deliver F.o.b. origin, or dispose of the judiciary property, as directed or authorized by the contracting officer. The net proceeds of any such disposal will be credited to the contract price or will be paid to the judiciary as directed by the contracting officer.
- (d) The items of property are listed in an inventory of items attached to this contract and the contractor shall notify the judiciary on any required adjustments.

(end)

JP3 Provision 2-85A, Evaluation Inclusive of Options

As prescribed in 2.2.7.1.(1)(a), the contracting officer will include this provision in Section M of the solicitation.

Evaluation Inclusive of Options (JAN 2003)

- (a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).
- (b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

(end)

JP3 Provision 2-85B, Evaluation Exclusive of Options

As prescribed in 2.2.7.l.(1)(b), the contracting officer will include this provision in Section M of the solicitation.

Evaluation Exclusive of Options (JAN 2003)

The judiciary will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.
(end)

JP3 Provision 2-85C, Evaluation of Options Exercised at Time of Contract Award

As prescribed in 2.2.7.l.(1)(c), the contracting officer will include this provision in Section M of the solicitation.

Evaluation of Options Exercised at Time of Contract Award (JAN 2003)

Except when it is determined not to be in the judiciary's best interests, the judiciary will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.
(end)

JP3 Clause 2-90A, Option for Increased Quantity

As prescribed in 2.2.7.l.(2)(a), the contracting officer will include this clause in Section I.

Option for Increased Quantity (JAN 2003)

The judiciary may increase the quantity of products called for in this contract by requiring the delivery of the numbered line item identified in the schedule as an option item, in the quantity and at the price set forth in the schedule. The contracting officer may exercise this option, at any time within the period specified in the schedule, by giving written notice to the contractor. Delivery of the items added by the exercise of this option will continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties otherwise agree.
(end)

Clause 2-90B, Option for Increased Quantity - Separately Priced Line Item

As prescribed in 2.2.7.l.(2)(b), the contracting officer will include this clause in Section I.

Option for Increased Quantity - Separately Priced Line Item (JAN 2003)

The judiciary may require the delivery of the numbered line item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. The contracting officer may exercise the option by written notice to the contractor within [insert in the clause the period of time in which the contracting officer has to exercise the option]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(end)

Clause 2-90C, Option to Extend Services

As prescribed in 2.2.7.1.(2)(c), the contracting officer will include this clause in Section I.

Option to Extend Services (JAN 2003)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within _____ calendar days prior to the then current expiration date of this contract [insert the period of time within which the contracting officer may exercise the option].

(end)

Clause 2-90D, Option to Extend the Term of the Contract

As prescribed in 2.2.7.1.(2)(d), the contracting officer will include this clause in Section I.

Option to Extend the Term of the Contract (JAN 2003)

- (a) The judiciary may extend the term of this contract by written notice to the contractor within _____ calendar days prior to the then current expiration date of this contract [insert the period of time within which the contracting officer may exercise the option]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least _____ calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months) (years).

(end)

JP3 Clause 2-95, Material Requirements

As prescribed in 2.3.2.b., the contracting officer will include this clause in Section I.

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.

(end)

JP3 Provision 2-100, Brand Name or Equal

As prescribed in 2.3.4.b.(3), the contracting officer will include this clause in Section L.

Brand Name or Equal (JAN 2003)

- (a) One or more items called for by this solicitation have been identified in the schedule by a brand-name-or-equal product description. Offers offering equal products will be considered for award if these products are clearly identified and are determined by the judiciary to contain all of the essential characteristics of the brand-name products referenced in the solicitation.
- (b) Unless the offeror clearly indicates in the offer that the offer is for an equal product, the offer will be considered as offering a brand-name product referenced in the solicitation.
- (c) If the offeror proposes to furnish an equal product, the brand name and model or catalog number, if any, of the product to be furnished shall be inserted in the space provided in the solicitation. The evaluation of offers and the determination as to equality of the product offered will be based on information furnished by the offeror or identified in the offer, as well as other information reasonably available to the purchasing activity. The purchasing activity is not responsible for locating or obtaining any information not identified in the offer and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available, the offeror shall furnish as a part of the offer:
 - (1) all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the purchasing activity to establish exactly what the offeror proposes to furnish and to determine whether the product offered meets the requirements of the solicitation; or
 - (2) specific references to information previously furnished or to information otherwise available to the purchasing activity to permit a determination as to equality of the product offered.
 - (3) If the offeror proposes to modify a product so as to make it conform to the requirements of the solicitation, the offeror shall:
 - (i) Include in the offer a clear description of the proposed modifications; and
 - (ii) Clearly mark any descriptive material to show the proposed modifications.

(end)

JP3 Provision 2-105, Economic Purchase Quantity-Products

As prescribed in 2.3.4.c.(1), the contracting officer will include this clause in Section K.

Economic Purchase Quantity-Products (JAN 2003)

- (a) Offerors are invited to state an opinion on whether the quantity(ies) of products on which offers or quotes are requested in this solicitation is (are) economically advantageous to the judiciary

- (b) Each offeror who believes that procurements in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price shall be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror’s Recommendations

Item	Quantity	Price Quotation	Total

- (c) The information requested in this provision is being solicited to avoid procurements in disadvantageous quantities and to assist the judiciary in developing a database for future procurements of these items. However, the judiciary reserves the right to amend or cancel the solicitation and re-solicit with respect to any individual item in the event quotations received and the judiciary's requirements indicate that different quantities shall be acquired.

(end)

JP3 Clause 2-110, Option to Purchase Equipment

| *As prescribed in 2.2.8.d.(5) and 2.3.4.c.(2), the contracting officer will include this clause in Section I.*

Option to Purchase Equipment (JAN 2003)

- (a) The judiciary may purchase the equipment provided on a lease or rental basis under this contract. The contracting officer may exercise this option only by providing a unilateral modification to the contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- (b) Except for final payment and transfer of title to the judiciary, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- (c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option

credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

- (d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous judiciary contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

(end)

JP3 2-115 Terms for Commercial Advance Payment of Purchases

As prescribed in 2.2.10.f.(6), the Contracting Officer will include this clause in Section I.

Terms for Commercial Advance Payment of Purchases (October 2006)

- (a) *Contractor entitlement to advance payment.* The Contractor may request, and the Government may authorize, payment in advance when: the payment requested is properly due in accordance with this contract; the products or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.
- (b) *Special terms regarding termination for default.* If this contract is terminated for default, the Contractor shall, on demand, repay to the Government the amount of unliquidated advance payments. The Government shall be liable for no payment except as provided by JP3 7-230, Termination for Default – Fixed Price Products and Services.
- (c) *Security for Advance Payment.* The Contractor must provide adequate security prior to any authorization for advance payment. In the event the Contractor fails to provide adequate security, as required by this clause, no advance payment shall be made under this contract. The Contracting Officer may determine that the Contractor's financial condition provides adequate security. If the Contracting Officer does not consider the Contractor's financial condition to provide adequate security, the Contractor must provide an irrevocable letter of credit from a federally insured financial institution in an amount equal to the advance payment requested. If, at any time, the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated advance payments as the Contracting Officer at his sole discretion deems repayable.
- (d) *Reservation of rights.*
- (1) No payment or other action by the Government under this clause shall—

- (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause—
- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (e) *Limitation on frequency of financing payments.* Contractor financing payments shall be provided no more frequently than monthly.
- (f) *Dates for payment.* A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act.
- (g) *Restrictions on novation.* While any advance payments made under this contract remain outstanding with respect to performance (i.e., the Judiciary has not received all of the performance which has been paid in advance), the Contractor shall not substantially change the management, ownership, or control of the corporation without the prior written consent of the CO.
- (h) *Prohibition against assignment.* The Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(end)

Alternate I - add the following paragraph to the basic clause in contracts for photocopy equipment maintenance agreements which authorize advance payment

(i) Any advance payment authorized by this contract is not inclusive of excess copy charges which may be incurred. These charges shall be invoiced in arrears, either at the end of the twelve month period of performance or when the cumulative amount of such charges reaches \$500.00, whichever occurs first.

(end)

JP3 2-120 Submission of Invoice

As prescribed in 2.2.10.f.(6), the Contracting Officer will include this clause in Section G.

Submission of Invoice (October 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.

(end)

JP3 2-125 Security for Advance Payment

As prescribed in 2.2.10.f.(6), the Contracting Officer will include this clause in Section I.

Security for Advance Payment (October 2006)

The Contractor's financial condition has been accepted as adequate security for advance payments under this contract. Should the Contracting Officer determine that the Contractor's financial condition has changed to such an extent that it can no longer be considered adequate security, the contracting officer may exercise the Government's rights to require other security under paragraph (c), Security for Government Financing, of the clause at JP3 2-115, Terms for Commercial Advance Payment of Purchases.

(end)