

Announcement of Solicitation #MNXDCLERK24-0024 for

U.S. District Court, District of Minnesota

Naturalization Ceremonies

Issued July 9, 2024

Contracting Officer: Kendra Litt Contact: kendra_litt@mnd.uscourts.gov

The United States District Court ("USDC" hereafter), District of Minnesota intends to make an award based on the **lowest priced, technically acceptable** quote. All items should be quoted as a **fixed price**. A firm-fixed-price (FFP) contract is one in which the price is not subject to change or adjustment based on the contractor's actual cost of performance, provided the specified requirements are not changed during performance, and both parties fulfill their obligations under the contract. The contractor assumes full responsibility for all costs and resulting profits or losses, maximizing the motive to control costs and perform effectively, economically, and efficiently. Payment terms will be considered **Net 30** unless more favorable terms are offered.

The USDC is committed to elevating the importance of the naturalization ceremony's venue to recognize the rights, responsibilities, and importance of citizenship and provide access to services for new citizens. The naturalization ceremony is the culmination of the naturalization process. USDC aims to make naturalization ceremonies positive and memorable moments in the lives of the participants.

The USDC seeks to conduct Naturalization Ceremonies during the period of October 2024 to September 2025, with one (1) scheduled date each month in the Twin Cities metro area.

The USDC is seeking quotations from a venue in the Twin Cities metro area that has the capacity to host up to 1,260 individuals at one time for each of its naturalization ceremonies. The USDC conducts one (1) to three (3) naturalization ceremonies each scheduled day. This venue shall have the ability to provide house lighting system, screen displays, audiovisual system, sound system, tables, chairs, stanchions, draperies, and stage and equipment operators. Details for the ceremonies are detailed within this SOW.

Instructions to offerors

To be considered technically acceptable, a submission must include **all** the following components, emailed to kendra_litt@mnd.uscourts.gov by **July 24, 2024, at 5:00 p.m., CST**:

1. MNXDCLERK24-0024 solicitation document

- Page 1: Complete blocks 12, 17 (a and b) and 30 (a, b and c).
- Page 2-3: Complete *CLIN 0001-0012*
- Page 9: Complete *7-10 Contractor Representative*.
- Pages 10-11: Complete *3-5 Taxpayer Identification and Other Offeror Information*
- Pages 2-11: Review all information, but no items to complete. Include all pages in the submission to confirm acceptance of all terms and conditions.

Deadline for questions: July 16, 2024, at 5:00 p.m., CST.

Responses to questions will be provided by: July 17, 2024, at 5:00 p.m.

Deadline for submissions: July 24, 2024, at 5:00 p.m., CST.

SOLICITATION/CONTRACT/ORDER OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER MNXDCLERK24-0005									
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER MNXDCLERK24-0024		6. SOLICITATION ISSUE DATE					
7. FOR INFORMATION CALL:		a. NAME Kendra Litt				b. TELEPHONE NUMBER (<i>No collect calls</i>) 612-664-5031		8. OFFER DUE DATE / LOCAL TIME 07/24/2024 17:00:00					
9. ISSUED BY Kendra T. Litt U.S District Court of Minnesota 300 South Fourth Street Room 202 Minneapolis, MN 55415				CODE MNX_DC		10. NOT USED							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13. NOT USED		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> RFP							
15. DELIVER TO U.S. District Court U.S. Courthouse, Suite 202 300 South Fourth Street Minneapolis, MN 55415				CODE MNX		16. ADMINISTERED BY (if other than Block 9) CODE							
17a. CONTRACTOR/ OFFEROR CODE				FACILITY CODE		18a. PAYMENT WILL BE MADE BY Kendra T. Litt U.S District Court of Minnesota 300 South Fourth Street Room 202 Minneapolis, MN 55415 CODE MNX_DC							
Telephone No.						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/>							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	

See Lines

25. ACCOUNTING AND APPROPRIATION DATA 2024-092000-D08MNXC-2320-MNX-NATURALIZATION-2024		26. TOTAL AWARD AMOUNT (<i>For Govt. Use Only</i>)	
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27. Applicable terms and conditions are as stated in the continuation pages.

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (<i>SIGNATURE OF CONTRACTING OFFICER</i>)			
30b. NAME AND TITLE OF SIGNER (<i>TYPE OR PRINT</i>)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (<i>TYPE OR PRINT</i>)		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

Supplies or Services and Prices/Costs

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	October 2024 Naturalization Ceremony	1	Each		

Period of Performance:10/01/2024 - 10/31/2024

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	November 2024 Naturalization Ceremony	1	Each		

Period of Performance:11/01/2024 - 11/30/2024

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0003	December 2024 Naturalization Ceremony	1	Each		

Period of Performance:12/01/2024 - 12/31/2024

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0004	January 2025 Naturalization Ceremony	1	Each		

Period of Performance:01/01/2025 - 01/31/2025

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0005	February 2025 Naturalization Ceremony	1	Each		

Period of Performance:02/01/2025 - 02/28/2025

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0006	March 2025 Naturalization Ceremony	1	Each		

Period of Performance:03/01/2025 - 03/31/2025

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0007	April 2025 Naturalization Ceremony	1	Each		

Period of Performance:04/01/2025 - 04/30/2025

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0008	May 2025 Naturalization Ceremony	1	Each		

Period of Performance:05/01/2025 - 05/31/2025

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0009	June 2025 Naturalization Ceremony	1	Each		

Period of Performance:06/01/2025 - 06/30/2025

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0010	July 2025 Naturalization Ceremony	1	Each		

Period of Performance:07/01/2025 - 07/31/2025

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0011	August 2025 Naturalization Ceremony	1	Each		

Period of Performance:08/01/2025 - 08/31/2025

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0012	September 2025 Naturalization Ceremony	1	Each		

Period of Performance:09/01/2025 - 09/30/2025

Descriptions/Specifications/Statement of Work

C.0 Statement of Work

1.0 BACKGROUND

The USDC seeks to conduct Naturalization Ceremonies during the period of October 2024 to September 2025, with one (1) scheduled date each month in the Twin Cities metro area. Contractors shall be capable of providing an acceptable facility to conduct anywhere from one (1) to three (3) ceremonies each scheduled day.

2.0 SCOPE

The USDC serves a diverse population of the State of Minnesota. Each month, the Court hosts ceremonies that naturalize approximately 1,000 individuals. It is the USDC's goal to conduct the naturalization ceremony to preserve the importance, dignity, and solemnity of the occasion. The scope of this goal includes all aspects of a standard naturalization ceremony program:

- Play “Faces of America” video with both audio and visual components;
- Play the national anthem, “The Star-Spangled Banner”, via video or live vocal version. Video version of the anthem is provided by the court and includes both audio and visual components. The live version requires floor microphones for 10-15 singers.
- Deliver opening (welcome) remarks;
- Announce the “call of countries;”
- Administer the Oath of Allegiance to the naturalization candidates;
- Deliver keynote remarks;
- Recite the Pledge of Allegiance;
- Deliver concluding remarks; and
- Present the Certificates of Naturalization

3.0 OBJECTIVE

The USDC is committed to elevating the importance of the naturalization ceremony’s venue to recognize the rights, responsibilities, and importance of citizenship and provide access to services for new citizens. The naturalization ceremony is the culmination of the naturalization process. USDC aims to make naturalization ceremonies positive and memorable moments in the lives of the participants.

The USDC is seeking quotations from a venue in the Twin Cities metro area that has the capacity to host up to 1,260 individuals at one time for each of its naturalization ceremonies. The USDC conducts one (1) to three (3) naturalization ceremonies each scheduled day, with roughly 500-600 applicants for citizenship and 500-600 guests of those applicants at each time. Seating for 1,200 guests and up to 60 event personnel at one time is required.

Additionally, this venue shall have the ability to provide house lighting system, screen displays, audiovisual system, sound system, tables, chairs, stanchions, draperies, and stage and equipment operators. Details for the ceremonies are detailed within this SOW.

Accessibility: The venue shall have either onsite parking spaces available; have parking lots/garages within a quarter mile of the venue; and/or be within a two-block radius of mass transit (bus, train). Only handicapped accessible facilities can be considered. Parking does not need to be free of charge to attendees.

4.0 SCOPE OF WORK

The scope of this acquisition is to secure a venue for Naturalization Ceremonies. The USDC will provide the Contractor with three (3) preferred dates for each month in which services will be needed. The Contractor shall make all effort to secure the first option whenever possible. If a preferred date option is not available, the Contractor can submit its bid with an alternate date that is close as possible to the preferred options. If the date needs to be changed after the contract is awarded, it shall be mutually agreed upon between the USDC and the Contractor. Additionally, the Contractor shall not schedule any conventions or conferences in conjunction with the ongoing naturalization ceremony.

	First Date Choice	Second Date Choice	Third Date Choice
October 2024	23	22	24
November 2024	20	19	21
December 2024	17	18	19
January 2025	22	21	23
February 2025	18	19	20
March 2025	18	19	20
April 2025	15	16	17

May 2025	13	14	15
June 2025	16	17	18
July 2025	15	16	17
August 2025	19	20	21
September 2025	16	17	18

4.1 CONTRACTOR PROJECT MANAGER

The Contractor shall provide a Project Manager who shall be responsible for all Contractor work performed under this agreement. The Project Manager shall be a single point of contact for the Contracting Officer and the Contracting Officer's Representative (COR). The name, email and phone number of the Project Manager, and the name(s) of any alternate(s) who shall act for the Contractor in the absence of the Project Manager, shall be provided to the USDC as part of the Contractor's proposal.

4.2 CONTRACTOR PERSONNEL

The Contractor shall provide qualified personnel to perform all requirements specified in this SOW.

The Contractor shall ensure that the contractually required level of staffing for this requirement is always maintained. The Contractor shall ensure that all contract support personnel are present for all required hours of the workday. If for any reason the Contractor staffing levels are not maintained due to vacation, leave, appointments, etc., and replacement personnel will not be provided, the Contractor shall provide e-mail notification to the COR prior to employee absence. Otherwise, the Contractor shall provide a fully qualified replacement.

The Contractor will ensure Contractor employees always present a professional appearance and that their conduct shall not reflect discredit on the United States or the USDC.

4.3 CONTRACTOR INVOICING

The Contractor will refrain from itemizing invoices and only list the firm fixed price's total rate amount for each of the scheduled dates venue use.

4.4 HEALTH & SAFETY

The Contractor will be responsible to provide heightened pre-cautions including, but not limited to updated HVAC or ventilation systems, use of proactive cleaning supplies such as disinfecting spray, and ability to shift seating to socially distant seating within 24 hours.

4.5 PERIOD OF PERFORMANCE

The period of performance for this contract is a total of five (12) scheduled event dates from the start of the contract. The contract period of performance will be 10/1/2024 through 9/30/2025.

The estimated duration of each ceremony is four (4) hours, which includes check-in process, distribution of ceremony materials, ceremony itself, and post-ceremony paper processing. All seating, tables, stanchions, and AV systems must be in place prior to this four (4) hour window, to allow for timely commencement of the day's ceremonies.

4.6 SECURITY – EVENT SECURITY PROVIDED BY FEDERAL AGENTS ONLY

The Contractor will allow for agents of the Federal Protective Service (FPS) and U.S. Marshal Service (USMS) to screen all entrants to the facility pursuant to federal safety guidelines. No other security staff fees or charges shall be billed to the USDC.

4.7 CONTRACTOR FURNISHED PROPERTY

The Contractor shall furnish all facilities, materials, equipment, and services necessary to fulfill the requirements of this contract.

4.8 SPECIFIC TASKS

TASK ONE – AUDIO VISUAL SYSTEM / SOUND SYSTEM / LIGHTING SYSTEM

The Contractor shall have the capability to provide audio-visual equipment, sound system, lighting system, and any relatable services to enhance the ceremony program with video and musical elements. The Contractor is responsible to set up the stage, video screen(s), podium with microphone, headset with microphone, sound system, and up to seven (7) free-standing microphones.

TASK TWO – SEATING

Contractor shall be responsible to provide seating for up to 1,260 individuals.

TASK THREE – TABLES & STANCHIONS

The Contractor shall be responsible to provide up to 40 skirted tables for personnel to conduct the check-in process. Additionally, the Contractor shall be responsible to provide at least 75 crowd control stanchions with retractable belts with the ability to add more based on the venue's space need to crowd control.

TASK FOUR – EARLY ACCESS TO THE VENUE

The Contractor shall grant early access to the venue to the event personnel. Event personnel will provide proper identification when requesting access to the Contractor's venue. USCIS doesn't do this part anymore.

TASK FIVE – HOUSE STAFF

The Contractor shall provide sufficient house staff to assist personnel with general crowd control and directing the attendees and their guests around the venue. House staff should also be available to re-set seating in between ceremonies if chair rows become askew.

TASK SIX – SIGN DISPLAY

The Contractor shall allow event personnel to post signs around the venue to help directing the crowd whenever deemed necessary by event personnel. Event personnel will remove the signs after the conclusion of the naturalization ceremony.

TASK SEVEN – PUBLIC SAFETY AND OTHER EVENT SERVICES

The Contractor shall coordinate the any necessary permits such as a Fire Permit for each event.

TASK EIGHT- EVENT PERSONNEL PARKING

The Contractor shall provide nine (9) parking spaces the day of scheduled events for event personnel.

Applicable Clauses

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
7-25	Indemnification	AUG 2004
7-215	Notification of Ownership Changes	JAN 2003

B-5 **Clauses Incorporated by Reference** **OCT 2010**

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

<http://www.uscourts.gov/procurement.aspx>.

(END)

3-3 **Provisions, Clauses, Terms and Conditions - Small Purchases (OCT 2023)** **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 all ser-

vices.)

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

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

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

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

(d) Inspection/Acceptance

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

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

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

(e) Excusable Delays

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

(f) Termination for the Judiciary's Convenience

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

(g) Termination for Cause

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

(h) Warranty

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

(END)

7-1 Contract AdministrationJAN 2003

(a) The contracting officer and contracting officer's representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.

(b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

(END)

7-5 Contracting Officer's RepresentativeAPR 2013

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

(b) The COR, if appointed, may be assigned one or more of the following responsibilities:

- (1) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
- (2) notifying the contracting officer immediately if performance is not proceeding satisfactorily;
- (3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
- (4) providing the contracting officer a written request and justification for changes;
- (5) providing interpretations relative to the meaning of technical specifications and technical advice relative to contracting officer's written approvals, and
- (6) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

(END)

7-10 Contractor RepresentativeJAN 2003

(a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):

Name:

Address:

Telephone:

Email:

Fax: _____

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(END)

7-15 Observance of Regulations/Standards of ConductJAN 2003

(a) When contractor personnel are performing contract work at a judiciary facility, they shall comply with all rules and regulations of the facility, including, but not limited to, rules and regulations governing security, con-

trolled access, personnel clearances and conduct with respect to health and safety and to property at the site, regardless of whether or not title to such property is vested in the judiciary. The facilities to which the contractor has access belong to the judiciary and will not at any time be considered "Judiciary Property" furnished to the contractor.

(b) The contractor and its employees shall only conduct business covered by the contract during periods paid for by the judiciary, and will not conduct any other business on judiciary premises.

(c) The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity. It is the contractor's responsibility to take disciplinary action with respect to its employees as may be necessary. The contractor is also responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use judiciary property (such as, but not limited to, telephones or copiers) except as authorized.

(END)

7-115 Availability of Funds

JAN 2003

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

(END)

7-220a Cancellations

The following is in addition to Clause 3-3, Termination for Convenience of the Judiciary

USDC, by written notice, may terminate this booking/function, in whole or in part, within 30 days of the scheduled

event when it is in the Government's best interest.

USDC will not be charged a cancellation fee for any termination more than 30 days away. There is no guarantee that any individual session will be rebooked after cancellation.

USDC can postpone or cancel an event more than 30 days before the event is scheduled to occur, without penalty. However, if the District Court postpones or cancels an event 30 days or less before an event, then District Court is responsible for paying the full cost of the event. The Contractor can terminate any event more than 90 days before a scheduled event.

Representations, Certifications and Other Statements of Offerors or Respondents

3-5 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) through (f) 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.

(END)

Instructions to Offerors or Respondents

B-1 Solicitation Provisions Incorporated by Reference

OCT 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>.

(END)