

Provisions and Clauses (Chapter 2)

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

Include the following provision as prescribed in § 210.60.40 (Solicitation Provision).

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)

Clause 2-5A, Inspection of Products

Include the following clause as prescribed in § 220.10.70(a) (Clauses).

Inspection of Products (APR 2013)

- (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.
- (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 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. Except as otherwise provided in the contract, the judiciary shall bear the expense of judiciary inspections or tests made at other than the contractor's or subcontractor's premises; provided, that in case of rejection, the judiciary shall not be liable for any reduction in the value of inspection or test samples.
- (d) The judiciary may require the contractor to correct or replace any products that fail to comply with the requirements of this contract. Products are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The judiciary may reject nonconforming supplies with or without disposition instructions. Upon determining that the products are nonconforming, the judiciary may, at its discretion:
 - (1) require replacement or correction of the defective products;
 - (2) acquire replacement products from another source, and charge the contractor for any costs incurred by the judiciary; or
 - (3) accept the nonconforming products at a reduced price.
- (e) The contractor shall remove supplies rejected or required to be corrected. However, the contracting officer may require or permit correction in place, promptly after notice, by and at the expense of the contractor. Corrected or replaced products may not be tendered again unless the former tender and the requirement for correction or replacement are disclosed.
- (f) If the contractor fails to proceed with reasonable promptness to remove, replace or correct rejected products, 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.

- (g) If the contractor does not correct or replace the products within the contract delivery schedule, the contracting officer may require an equitable price reduction as consideration for late delivery.
- (h) Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (i) The contracting officer may require a price reduction for consideration for any judiciary 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.

(end)

Clause 2-5B, Inspection of Services

Include the following clause as prescribed in § 220.10.70(b) (Clauses).

Inspection of Services (APR 2013)

- (a) The contractor shall provide and maintain an inspection system acceptable to the judiciary covering the performance of services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the judiciary during contract performance and for at least three years after acceptance.
- (b) The judiciary has the right to inspect and test all services provided under this contract, to the extent practicable, at all times and places during the term of the contract. The judiciary will perform inspections and tests in a manner that will not unduly delay the work.
- (c) If the judiciary performs inspections or tests on the premises of the contractor or a subcontractor, the contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (d) If any of the services do not conform with contract requirements, the judiciary may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the services cannot be corrected by re-performance, the judiciary may:

- (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) reduce the contract price to reflect the reduced value of the services performed.
- (e) If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the judiciary may:
 - (1) by contract or otherwise, obtain performance of the services and charge to the contractor any cost incurred by the judiciary that is directly related to the performance of such service; or
 - (2) terminate the contract for default.

(end)

Clause 2-10, Responsibility for Products

Include the following clause as prescribed in § 220.10.70(c) (Clauses).

Responsibility for Products (JAN 2010)

- (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.