



# United States District Court Western District of Michigan

Grand Rapids, Lansing, Kalamazoo, Marquette Divisions

REQUEST FOR QUOTE (RFQ)	
<b>PROJECT NAME:</b>	Grand Rapids Clerk's File Room Upgrades
<b>RFQ NUMBER:</b>	2024-1002
<b>REQUEST DATE:</b>	7/29/2024
<b>BID DUE:</b>	8/13/2024 by 4pm EST
<p>The U.S District Court Western District of Michigan is requesting <b>Open Market Pricing</b> to complete a project in Grand Rapids, Michigan. The project will consist of the removal of old carpet, and installation of new carpet and painting. This request will be competitively bid among several vendors.</p> <p>IMPORTANT: This is a request for quote (RFQ). If you are unable to submit an offer, please indicate so on this form and return it to the Contracting Officer.</p> <p>Email your quote no later than the date and time specified above. Late quotes will not be considered unless the judiciary determines, at its own discretion, that considering the late quote is in the judiciary's best interest and will not unduly delay the procurement.</p> <p>The Court intends to make a firm fixed-price award based on the <b>lowest priced, technically acceptable</b> quote. <b>Vendors are urged to submit their best and final offer because no negotiations will take place after offers are received.</b></p> <p>This request does not commit the government to pay any costs incurred in the preparation of the submission of your offer or to contract for supplies or service should none of the vendors meet the necessary specifications.</p> <p><b>A mandatory Pre-Bid tour will be conducted on Tuesday, August 6, 2024, 2pm EST at 110 Michigan St, NW. Grand Rapids, Michigan 49503. Please meet in the 3<sup>rd</sup> floor elevator lobby.</b></p> <p>Project Location: <b>Ford Federal Building and Courthouse, 110 Michigan St. NW., Grand Rapids, MI 49503.</b></p>	
Proposal submissions and questions concerning this RFQ should be addressed to:	
Jessica Moody, Contracting Officer U.S. District Court 110 Michigan St. NW Grand Rapids, Michigan 49503 (616) 456-2380 <a href="mailto:jessica_moody@miwd.uscourts.gov">jessica_moody@miwd.uscourts.gov</a>	
	All questions concerning this RFQ must be submitted in writing by e-mail. All questions will be answered by email. Sincerely, Jessica Moody Contracting Officer



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STATEMENT OF WORK	
<b>INTRODUCTION:</b>	The United States District Court for the Western District of Michigan is seeking pricing for the Clerk's File Room Upgrades in Grand Rapids, Michigan.
<b>INSTALLATION:</b>	<ul style="list-style-type: none"> <li>• 3<sup>rd</sup> floor at Ford Federal Building and Courthouse, 110 Michigan St. NW, Grand Rapids, MI 49503.</li> <li>• Work will be required during normal business hours and shall be coordinated with the Court.</li> <li>• Contractor will have access to a loading dock.</li> <li>• Contractor will have access to a freight elevator.</li> </ul>
<b>PARTIES</b>	<ul style="list-style-type: none"> <li>• <u>Contractor</u>. The "contractor" includes the contractor, the contractor's employees, any subcontractor/supplier, or subcontractor's/supplier's employees who provide services to the court on behalf of the contractor at a specified price.</li> <li>• <u>Court</u>. The "court" includes one or all of the following judicial agencies of the United States District Court for the Western District of Michigan: the district court clerk's office, the pretrial services office, and the probation office. Court projects may also include shared projects between the district court agencies and the bankruptcy court.</li> <li>• <u>General Services Administration (GSA)</u>. GSA is an independent federal government agency that leases space to other federal government agencies, including the court.</li> </ul>
<b>SCOPE OF WORK:</b>	<ul style="list-style-type: none"> <li>• Contractor will be responsible for removal and disposal of existing carpet and compact shelving. Contractor to install new carpet squares, vinyl base, patch/paint wall, column, and a door frame.</li> <li>• Contractor will be responsible for moving any wall hung items necessary to paint. Contractor will cover and protect the carpet, furniture/furnishings, and appliances in the space.</li> <li>• Contractor shall inspect and prepare walls as needed before painting (filling in all holes, gouges, and nail pops). Contractor shall paint a minimum of two coats of paint to completely cover the walls. Contractor shall use a low odor, interior, durable, commercial-grade washable paint.</li> <li>• Contractor will be responsible for removal and disposal of existing base cove in the entire space and replace with new specified product.</li> <li>• <b>Reference attached drawings for further information.</b></li> </ul>
<b>COST PROPOSAL:</b>	<ul style="list-style-type: none"> <li>• Proposal must be itemized and include the cost of items (carpet and paint) and include, disposal, installation, and other costs associated with the project.</li> </ul>
<b>PRE-BID TOUR:</b>	<ul style="list-style-type: none"> <li>• Only one pre-bid tour will be conducted and is <b>mandatory attendance for bid</b>. Please refer to cover letter for the date and time of the pre-bid tour. Prospective Contractors shall seek clarification of elements addressed in the Statement of</li> </ul>



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	Work or other aspects of the project during the pre-bid tour.
<b>AWARD:</b>	<ul style="list-style-type: none"> <li>Offers are evaluated based on price. Award may be made to the lowest-priced offer or quote which meets the technical requirements outlined in the scope of work and is made by a responsible offeror, subject to the availability of funds.</li> <li>The court reserves the right to issue a purchase order awarding all, some, or none of the project. No additional funds will be added to the awarded contract for any corrections or errors due to failure of the contractor to examine the project or to thoroughly understand the nature and extent of the work to be performed.</li> <li>The awarded vendor will be required to register with SAM.gov or complete the court's AO213 form before a purchase order will be issued. Vendors are required to register with SAM.gov or submit the AO213 <b><u>within 2 business days</u></b> of award notification to be awarded the contract.</li> <li>It is anticipated that the award of this RFQ will be made within 10 business days after proposals are received. The court will notify each vendor if more time is needed to evaluate the proposals</li> </ul>
<b>INVOICES</b>	<ul style="list-style-type: none"> <li>No advanced payments are allowed. Partial payments may be authorized based on completion of work. For payment purposes, the contractor must mark the final invoice for payment as "Final Invoice for Payment".</li> </ul>
<b>SECURITY CLEARANCE:</b>	<ul style="list-style-type: none"> <li>All employees working on the project must undergo and pass a U.S. Marshal Service background check. The court will provide the awarded contractor with the "Authorization for Release of Information" form to be completed by all employees who will be working on site.</li> <li><b>The contractor must submit the completed forms to the court's contracting officer (CO) a <u>minimum of two weeks</u> prior to installation.</b></li> </ul>
<b>CERTIFICATION AND REFERENCES:</b>	<ul style="list-style-type: none"> <li>The contractor may be required to supply a minimum of three references, including the following information: company address, contact name, and telephone number.</li> </ul>
<b>SECURITY DOCUMENTS AND BUILDING DRAWINGS:</b>	<p>Associated plans, drawings, or specifications provided under this solicitation are intended for use by prospective contractors. In support of this requirement, the court requires contractors to:</p> <ul style="list-style-type: none"> <li>Limit reproduction, dissemination, or disclosure of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information.</li> <li>Use reasonable care to safeguard any drawings or solicitation documents provided by the court; and make every reasonable and prudent effort to destroy or render useless all drawings and solicitation documents, with the exception of the contractor's record copy.</li> </ul>



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<b>INSURANCE CERTIFICATE:</b>	<p>Contractor chosen to complete this work must submit an acceptable insurance certificate <b><u>within 5 business days</u></b> of receiving the purchase order, naming GSA as the insured party. The following insurance coverage is required by Federal Acquisition Regulation (FAR) 28.307-2:</p> <ul style="list-style-type: none"><li>• Workers' compensation and employer's liability.<ul style="list-style-type: none"><li>○ Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they will be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required.</li></ul></li><li>• General liability.<ul style="list-style-type: none"><li>○ The CO will require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.</li><li>○ The CO will require property damage liability insurance of at least \$50,000 per occurrence.</li></ul></li></ul>
<b>SUPPLIES, MATERIALS, EQUIPMENT, AND MOVING:</b>	<ul style="list-style-type: none"><li>• Unless otherwise agreed between the parties, the contractor must furnish and use supplies, materials, and equipment that are commercially available products of reputable manufacturers or suppliers. These supplies, materials, and equipment may not harm or damage the surfaces to which they are applied, or any other part of the building, its contents, or equipment.</li><li>• The POC must approve and determine the suitability of the supplies, materials, and equipment used by the contractor before the contractor starts work. Note: The contractor cannot perform work that involves asbestos or lead paint. The court must refer this work to GSA for abatement.</li><li>• The contractor must supply warranty information on products, materials, and workmanship.</li><li>• The contractor must post Material Safety Data Sheets (MSDS) for all products used in this project at the job site that could pose a health risk, such as glue, paint, solvents, etc. Additionally, the contractor must provide a copy of the MSDS to the court. GSA reserves the right to prohibit the presence, storage, or use of any hazardous material in the building.</li><li>• The contractor will be responsible for moving all furniture, systems furniture, boxes, and equipment necessary to perform each project</li></ul>



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<b>SAFETY AND HEALTH:</b>	<ul style="list-style-type: none"><li>• All work must comply with the applicable OSHA and EPA requirements of 29 CFR §§ 1910 and 1926 and 40 CFR § 761. All work must comply with the applicable state and municipal safety and health requirements. If the applicable regulations conflict, the most stringent regulation applies.</li><li>• The contractor must provide the materials, barriers, and safety equipment necessary to protect pedestrians and property during the implementation of this contract.</li><li>• The contractor must provide all necessary safety equipment, ensure that the equipment is used properly, and ensure that safety procedures used are adequate for the job being performed.</li><li>• The contractor must report any accidents that occur on the job site to the court.</li><li>• The contractor shall remove all hazardous materials brought into the courthouse at the conclusion of each workday or night and at the conclusion of the project unless other arrangements have been made with the court. If any hazardous materials are left in the courthouse at the conclusion of the project, the contractor shall return to collect and properly dispose of the materials, or the contractor will be charged for the disposal of those materials.</li><li>• Any construction project should consider Indoor Air Quality (IAQ) in design and implementation. If applicable, during demolition, dust and noise control must be included. During construction activities, dust, and noise, as well as odors and vapors must be controlled. Paints, varnishes, stains, solvents, etc. are to be low- or non-VOC (volatile organic compounds), unless no alternatives are available (documentation of such must be provided). Activities that may negatively impact other tenants in the building will be required to be conducted after normal working hours (after 6 p.m. and before 6 a.m. weekdays or weekends) with prior approval by the Court. Ventilation needed to control odors, dust, VOCs, etc., either for protection of construction workers or for deteriorated IAQ of building tenants, will be the responsibility of the Courts.</li></ul>
<b>WORKMANSHIP:</b>	<ul style="list-style-type: none"><li>• The contractor must coordinate and schedule all work with the POC.</li><li>• The contractor must use an adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and methods needed for the proper completion of the work.</li><li>• The contractor must accomplish all work in accordance with the best practices of the trade.</li></ul>





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<b>CLEANING:</b>	<ul style="list-style-type: none"><li>• The contractor must cover or remove all furniture from the space to ensure it is kept clean. Any furniture moved from the space is to be returned to its original location upon completion of the project. If the furniture is moved out of the space, the storage location must be approved by the court.</li><li>• The contractor must remove all debris generated in the performance of this contract <u>on a daily basis</u>. The contractor may not use the dumpsters or trash receptacles within the building. Any cost associated with debris for this project shall be paid by the contractor.</li><li>• The contractor must remove and dispose of all unused materials, containers, wrappings, trimmings, and all other debris accumulated during performance of this contract.</li><li>• Upon completion of the project, the contractor <u>must</u> clean the space before moving back furniture, boxes and equipment. Cleaning <u>must</u> include, but is not limited to, wiping down surfaces from construction dust, removing all tape, vacuuming carpets, and cleaning floor tile.</li></ul>
<b>QUALITY, PERFORMANCE, AND ACCEPTANCE:</b>	<ul style="list-style-type: none"><li>• When a contract is signed, the court and the contractor intend to perform their respective obligations. The court will periodically inspect all work during the performance of the contract to assess the quality of work being performed. The contractor and court will agree to address all performance issues immediately after they are discovered whether by the contractor or the court.</li><li>• The court monitors contract performance closely to ensure that required end- items are delivered on time and are in compliance with the statement of work.</li><li>• Work shall be completed within <b>30 days after receipt of product</b>. Extensions may be granted, but only with prior approval of the court.</li><li>• Upon completion of the project, the POC will conduct a walk-through with the contractor to inspect the work. The POC will ensure that the work has been satisfactorily completed and conforms with requirements set forth in the contract. The POC has the right to reject any unsatisfactory material or workmanship.</li></ul>
<b>TAXES:</b>	<ul style="list-style-type: none"><li>• The contractor is responsible for taxes on all materials and labor associated with this contract. The U.S. District Court is a tax-exempt organization and will not pay for any taxes on materials or services.</li></ul>



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## Attachment 1

<b>TERMS AND CONDITIONS:</b>	<p>Once the contractor has accepted a purchase order, by either signing the purchase order or providing the service, this Scope of Work will become the basis for the contract. The contractor selected for this award must abide by all the terms and conditions listed below.</p> <p>In addition to the terms and conditions in the base contract, to the extent that contract allows, the following judiciary terms and conditions are also incorporated into this request and will be included in the resulting order.</p>
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<b>APPLICABLE JUDICIARY PROVISIONS</b>	
<b>Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)</b>	<p>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.</p> <p>b) All offerors shall submit the information required in the paragraphs (d) and (e) of this provision to comply with debt collection requirements of <a href="#">31 U.S.C. §§ 7701(c)</a> and 3325(d), reporting requirements of <a href="#">26 U.S.C. §§ 6041, 6041A</a>, 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.</p> <p>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 (<a href="#">31 U.S.C. § 7701(c)(3)</a>). 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.</p> <p>d) Taxpayer Identification Number (TIN): _____</p> <p><input type="checkbox"/> TIN has been applied for.</p> <p><input type="checkbox"/> TIN is not required because:</p> <p><input type="checkbox"/> Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the</p>



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conduct of a trade or business in the United States and does not have an office or place of business or 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 (non tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (federal, state, or local);

☐ Foreign governmental

☐ 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 socioeconomic 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 proceeding.





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<b>Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)</b>		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: <a href="http://www.uscourts.gov/procurement.aspx">http://www.uscourts.gov/procurement.aspx</a> .
The following provisions are incorporated by reference if marked (X)		
X	2-15	Warranty Information (JAN 2003)
X	2-70	Site Visit (JAN 2003)
X	2-85A	Evaluation Inclusive of Options (JAN 2003)
	2-85B	Evaluation Inclusive of Options (JAN 2003)
	2-85C	Evaluation of Options Exercised at Time of Contract Award (JAN 2003)
X	2-100	Brand Name or Equal (APR 2013)
	3-185	Evaluation of Compensation for Professional Employees (JAN 2003)
	4-155	Alternate Awards (JUN 2014)
	4-165	Price Proposal Instruction – Multi-Year Contract (JUN 2014)
X	Provision 4-1, Type of Contract (JAN 2003)	The judiciary plans to award a firm fixed price type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

APPLICABLE JUDICARY CLAUSES		
<b>Clause B-5, Clauses Incorporated by Reference (SEP 2010)</b>		This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <a href="http://www.uscourts.gov/procurement.aspx">http://www.uscourts.gov/procurement.aspx</a> .
The following clauses are incorporated by reference if marked (X):		
	2-5B	Inspection of Services (APR 2013)
	2-20A	Incorporation of Warranty (JAN 2003)
X	2-20B	Contractor Warranty (JAN 2010)



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X	2-20C	Warranty of Services (JAN 2003)
	2-40B	Delivery of Excess Quantities (JAN 2003)
	2-50	Continuity of Services (JAN 2003)
	2-55	Privacy or Security of Safeguards (JAN 2003)
X	2-70	Site Visit (JAN 2003)
	2-80	Judiciary Property (JAN 2003)
	2-90C	Option to Extend Services (APR 2013)
	2-90D	Option to Extend the Term of the Contract (APR 2013)
	2-110	Option to Purchase Equipment (JAN 2003)
	2-125	Security for Advance Payment (APR 2013)
	2-130	Energy Efficiency in Energy-Consuming Products (APR 2013)
	2-135	Acquisition of EPEAT®-Registered Personal Computer Products (MAR 2019)
	2-140	Judiciary IT Security Standards (APR 2013)
	3-1	Contractor Use of Mandatory Sources of Products or Services (JUN 2012)
X	3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
	4-150	Cancellation Under Multi-Year Contracts (JUN 2014)
	5-1	Payments under Personal and Professional Services Contracts (APR 2013)
	5-30	Authorization and Consent (JAN 2003)
	5-30	Alternate I (JAN 2003)
	6-10	Deposit of Assets Requirements (APR 2013)
	6-15	Deposit of Assets Instead of Surety Bonds (JAN 2003)
	6-65	Rights in Data – Special Works (JAN 2010)
	6-75	Rights to Data in an Offer (APR 2013)
	6-80	Rights in Data – Existing Works (JAN 2010)
	6-90	Notice and Assistance Regarding Patent and Copyright Infringement (APR 2010)
	6-110	Deferred Ordering of Technical Data or Computer Software (JUN 2014)
X	7-1	Contract Administration (JAN 2003)
X	7-5	Contracting Officer's Representative (APR 2013)
X	7-15	Observance of Regulations/Standards of Conduct (JAN 2003)



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X	7-25	Indemnification (AUG 2004)
	7-45	Travel (APR 2013)
X	7-55	Contractor Use of Judiciary Networks (JUN 2014)
X	7-65	Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
	7-70	Judiciary Property Furnished "As Is" (APR 2013)
	7-95	Contractor Inspection Requirements (JAN 2003)
X	7-115	Availability of Funds (JAN 2003)
	7-160	Limitation on Withholding of Payments (APR 2013)
	7-170	Notice of Intent to Disallow Costs (JAN 2003)
	7-180	Prohibition of Assignment of Claims (JUN 2012)
X	7-215	Notification of Ownership Changes (JAN 2003)
The following full text clauses apply if marked (X):		
X	Clause 3-160	Service Contract Labor Standards (MAR 2019) In accordance with the Department of Labor Web site, the minimum wage shall be determined by the contractor from the list on the Department of Labor's website including fringe benefits as determined by the Secretary of Labor
X	Clause 7-10, Contractor Representative (JAN 2003)	<p>a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):</p> <p><b>Name:</b> <b>Address:</b> <b>Telephone:</b> <b>E-mail:</b> <b>Fax:</b></p> <p>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.</p>
X	6-20, Insurance – Work On or Within a Judiciary Facility (APR 2011)	<p>a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:</p> <ol style="list-style-type: none"> <li>1. Workman's Compensation and Employee's Liability Insurance The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the</li> </ol>



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		<p>employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.</p> <ol style="list-style-type: none"><li>2. Automobile Liability Insurance The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.</li><li>3. General Liability Insurance The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence of death or bodily injury and \$20,000 per occurrence for property damage.</li><li>4. Self Insurance If the contractor has been approved to provide a qualified program of self-insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.</li></ol> <ol style="list-style-type: none"><li>b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.</li><li>c) The maintenance of insurance coverage as required by this clause is continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination or default.</li><li>d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective.<ol style="list-style-type: none"><li>1. for such period as the laws of the state in which this contract is to be performed prescribe or</li><li>2. until 30 days after the insurer or the contract gives written notice of the contracting officer, which period is longer.</li></ol></li><li>d) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the contracting officer upon request.</li></ol>
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