

**ATTACHMENT C – TERMS AND CONDITIONS**

## APPLICABLE JUDICIARY TERMS AND CONDITIONS

### 1. Clause B-5, Clauses Incorporated by Reference (SEP 2010)

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

(end)

### 2. The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

<input checked="" type="checkbox"/> Clause B-20	Computer Generated Forms (JAN 2003)
<input checked="" type="checkbox"/> Clause 1-1	Employment by the Government (JAN 2003)
<input checked="" type="checkbox"/> Clause 1-5	Conflict of Interest (AUG 2004)
<input checked="" type="checkbox"/> Clause 1-10	Gratuities or Gifts (JAN 2010)
<input checked="" type="checkbox"/> Clause 1-15	Disclosure of Contractor Information to the Public (AUG 2004)
<input checked="" type="checkbox"/> Clause 2-5B	Inspection of Services (APR 2013)
<input checked="" type="checkbox"/> Clause 2-60	Stop-Work Order (JAN 2010)
<input checked="" type="checkbox"/> Clause 3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAR 2019)
<input checked="" type="checkbox"/> Clause 3-35	Covenant Against Contingent Fees (JAN 2003)
<input checked="" type="checkbox"/> Clause 3-40	Restrictions on Subcontractor Sales to the Judiciary (JUN 2014)
<input checked="" type="checkbox"/> Clause 3-45	Anti-Kickback Procedures (JUN 2012)
<input checked="" type="checkbox"/> Clause 3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JUN 2012)
<input checked="" type="checkbox"/> Clause 3-55	Price or Fee Adjustment for Illegal or Improper Activity (JUN 2012)
<input checked="" type="checkbox"/> Clause 3-105	Audit and Records (APR 2011)
<input checked="" type="checkbox"/> Clause 3-120	Order of Precedence (JAN 2003)
<input checked="" type="checkbox"/> Clause 3-140	Notice to the Judiciary of Labor Disputes (JAN 2003)
<input checked="" type="checkbox"/> Clause 3-150	Contract Work Hours and Safety Standards Act – Overtime Compensation (JAN 2003)
<input checked="" type="checkbox"/> Clause 3-160	Service Contract Labor Standards (MAR 2019)
<input checked="" type="checkbox"/> Clause 3-180	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (MAR 2019)
<input checked="" type="checkbox"/> Clause 3-205	Protest after Award (JAN 2003)
<input checked="" type="checkbox"/> Clause 6-40	Federal, State, and Local Taxes (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-1	Contract Administration (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-5	Contracting Officer's Representative (APR 2013)
<input checked="" type="checkbox"/> Clause 7-15	Observance of Regulations/Standards of Conduct (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-20	Security Requirements (APR 2013)
<input checked="" type="checkbox"/> Clause 7-25	Indemnification (AUG 2004)
<input checked="" type="checkbox"/> Clause 7-30	Public Use of the Name of the Federal Judiciary (JUN 2014)
<input checked="" type="checkbox"/> Clause 7-35	Disclosure or Use of Information (APR 2013)
<input checked="" type="checkbox"/> Clause 7-40	Judiciary-Contractor Relationships (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-65	Protection of Judiciary Buildings, Equipment, and Vegetation (APR 2013)
<input checked="" type="checkbox"/> Clause 7-85	Examination of Records (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-100B	Limitation of Liability (Services) (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-110	Bankruptcy (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-125	Invoices (APR 2011)
<input checked="" type="checkbox"/> Clause 7-130	Interest (Prompt Payment) (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-135	Payments (APR 2013)
<input checked="" type="checkbox"/> Clause 7-140	Discounts for Prompt Payment (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-150	Extras (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-185	Changes (APR 2013)
<input checked="" type="checkbox"/> Clause 7-210	Payment for Emergency Closures (APR 2013)
<input checked="" type="checkbox"/> Clause 7-215	Notification of Ownership Changes (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-220	Termination for Convenience of the Judiciary (Fixed-Price) (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-230	Termination for Default (Fixed-Price – Products and Services) (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-235	Disputes (JAN 2003)

3. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

X Clause 6-20, Insurance – Work on or Within a Judiciary Facility (APR 2011)

- (a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:
  - (1) **Workman's Compensation and Employee's Liability Insurance**

The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.
  - (2) **Automobile Liability Insurance**

The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.
  - (3) **General Liability Insurance**

The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.
  - (4) **Self-Insurance**

If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.
- (b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.
- (c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.
- (d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:
  - (1) for such period as the laws of the state in which this contract is to be performed prescribe; or
  - (2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.
- (e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

(end)

X Clause 7-10, Contractor Representative (JAN 2003)

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

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)

#### 4. Incorporation of Department of Labor Wage Rate Determination

*See Attachment D, Wage Determinations*

### SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

1. The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

(end)

#### Solicitation Provisions Incorporated by Reference

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Provision 2-70  | Site Visit (JAN 2003)  |
| <input checked="" type="checkbox"/> Provision 2-85C | Evaluation of Options Exercised at Time of Contract Award (JAN 2003) |
| <input checked="" type="checkbox"/> Provision 3-70  | Determination of Responsibility (JAN 2003)                           |
| <input checked="" type="checkbox"/> Provision 3-85  | Explanation to Prospective Offerors (AUG 2004)                       |
| <input checked="" type="checkbox"/> Provision 3-95  | Preparation of Offers (APR 2013)                                     |
| <input checked="" type="checkbox"/> Provision 3-100 | Instructions to Offerors (APR 2013)                                  |
| <input checked="" type="checkbox"/> Provision 3-210 | Protests (JUN 2014)  |
| <input checked="" type="checkbox"/> Provision 3-315 | Submission of Electronic Funds Information with Offer (APR 2013)     |
| <input checked="" type="checkbox"/> Provision 7-60  | Judiciary-Furnished Property or Services (JAN 2003)                  |

#### Additional Solicitation Provisions

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.

(end)

X Provision 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) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN):* \_\_\_\_\_

TIN has been applied for.

TIN is not required, because:

Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

international organization per 26 CFR 1.6049-4;

other \_\_\_\_\_.

(f) *Contractor representations.*

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

Women Owned Business

Minority Owned Business (if selected, then one sub-type is required)

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, 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 (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

Individual/concern, other than one of the preceding.

(end)

X Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 2019)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
- (i) the offeror and/or any of its principals:
    - (A) are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
    - (B) have  have not , within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;
    - (C) are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
    - (D) have , have not , within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
      - (1) Federal taxes are considered delinquent if both of the following criteria apply:
        - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
        - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
      - (2) Examples.
        - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
        - (ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
        - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
        - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).
  - (ii) The offeror  has  has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
- (2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
- (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

(end)

X Provision 3-30, Certificate of Independent Price Determination (JAN 2003)

- (a) The offeror certifies that:
  - (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
    - (A) those prices;
    - (B) the intention to submit an offer; or
    - (C) the methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
  - (3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory –
  - (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [ ] (insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);
    - (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(end)

X Provision 3-130, Authorized Negotiators (JAN 2003)

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (offeror lists names, titles, and telephone numbers of the authorized negotiators).

Name: \_\_\_\_\_

Titles: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

(end)