

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 contractor shall comply with the clauses in this paragraph that the contracting officer has indicated as being incorporated in this contract: [*Contracting officer check as appropriate.*]

Clause 2-35 F.o.b. Destination, Within Judiciary's Premises (JAN 2003)

Clause 2-130 Energy Efficiency in Energy-Consuming Products (APR 2013)

Clause 2-135 IEEE Standard for Environmental Assessment of Personal Computer Products (APR 2013)

Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2013)

Clause 6-85 Commercial Computer Software License (APR 2013)

Clause 6-105 California E-Waste Fee (APR 2013)

Clause 7-115 Availability of Funds (JAN 2003)

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: [*Contracting officer check as appropriate.*]

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

Provision 2-100, Brand Name or Equal (APR 2013)

Provision 3-135, Single or Multiple Awards (JAN 2003)

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

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)

(The contracting officer may incorporate additional clauses – by reference or in full text – or provisions in the above template. Refer to the Guide to Judiciary Policy, Vol 14, Chapter 1, [Appx 1B](#) to determine, if the provision or clause can be included by reference or must be included in full text. If any provisions are incorporated by reference, Provision B-1 also must be marked as applicable. Use of certain clauses/provisions may require a one-time delegation of procurement authority.)