



EDNY U.S. Probation Office Relocation  
Solicitation for Move Services

**ATTACHMENT A**  
**BID SHEET**



EDNY U.S. Probation Office Relocation  
Solicitation for Move Services

**BID SHEET: Firm Fixed Price Contract**

**PERIOD OF PERFORMANCE: Base Period March 27, 2023 thru June 30, 2023**

<u>CLIN</u>	<u>Description</u>	<u>QTY</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Price</u>
0001	<u>Move Coordinator Services</u> : Provide a Move Coordinator for the duration of the contract to provide services noted in Section C of this solicitation.	1	JOB	N/A	\$
0002	<u>Relocation of Staff and non-staff Support Space</u> : Relocate staff and non-staff support spaces from Pierrepont Plaza to the Duberstein Courthouse as noted in Section C of this solicitation.	1	JOB	N/A	\$
0003	<u>Relocation of Furniture to the D'Amato Courthouse</u> : Relocate furniture from Pierrepont to be stored in the D'Amato Courthouse.	1	JOB	N/A	\$
0004	<u>Furniture Disposal</u> : Dispose of all remaining furniture on the 1 <sup>st</sup> and 19th floor of Pierrepont Plaza.	1	JOB	N/A	\$
0005	<u>Allowance for After Hours Services</u> : Include this price in your total bid.	1	JOB	N/A	\$ 10,000.00
0006	<u>Unit Cost for Trash Removal</u> : Provide a unit cost for (1) ONE C-bin of trash to be removed from Pierrepont Plaza. (Assume 40 bins for pricing purposes).  THIS COST IS NOT TO BE ADDED TO THE TOTAL BID.  <i>This will be awarded as needed as a change order to the contract total.</i>	1	EACH	\$	\$

**BASE PERIOD TOTAL FOR CLINS 0001 - 0005:**

**\$** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_



EDNY U.S. Probation Office Relocation  
Solicitation for Move Services

**ATTACHMENT B**  
**PIERREPOINT INVENTORY**

Pierrepoint Plaza  
First Floor Existing Inventory

NOTE: Inventory to be verified by Move Coordinator

Room #	Qty	Furniture Item	Action	Description / Questions
1-1	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
1-1	1	Standing Desk - 48"W x 30"D (Probation Standard)	CENTRAL ISLIP	
1-1	1	Book - 4 shelf open, wood	DISPOSE	
1-1	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
1-1	1	File - 4 drawer vertical file, metal	DISPOSE	
1-1	1	Refrigerator - large white	DISPOSE	
1-1	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
1-1	1	Table - dropleaf with casters	DISPOSE	
1-1	1	Table with metal legs	DISPOSE	
1-1	2	Misc - Siemens Viva ProE	DUBERSTEIN	
1-2	4	Misc - Baker's Rack	TBD	
1-3	6	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
1-3	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	PROCESSING
1-3	1	Credenza Storage - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 4 TOTAL - PICK BEST CONDITION
1-3	2	Chair - guest, metal	DISPOSE	
1-3	2	Cubicle L-Shaped	DISPOSE	
1-3	2	File - 2 drawer vertical file, metal	DISPOSE	
1-3	1	File - 4 drawer vertical file, metal	DISPOSE	
1-3	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
1-3	2	Storage Cabinet - wood	DISPOSE	
1-3	3	Table - side or coffee	DISPOSE	
1-3	2	Table with metal legs	DISPOSE	
1-3	1	Misc - Photography Lighting	DUBERSTEIN	
1-3	1	Refrigerator - small underdesk	DUBERSTEIN	
1-3	1	Printer - Floor	PER IT	
1-3	4	Printer - Tabletop	PER IT	
1-3	1	Microwave	TBD	
1-4	3	Book - 4 shelf open, wood	DISPOSE	WAITING AREA
1-4	40+/-	Chair - Side	DISPOSE	
1-4	1	Table with metal legs	DISPOSE	
1-10	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
1-10	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	
1-10	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
1-10	1	Table - console, wood	CENTRAL ISLIP	
1-10	1	Book - 3 shelf with glass doors, wood	DISPOSE	
1-10	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
1-10	1	Pedestal - box/box/file, metal	DISPOSE	
1-10	1	Pedestal - file/file, metal	DISPOSE	
1-10	1	Refrigerator - small underdesk	DUBERSTEIN	
1-10	1	Chair - exercise ball	TBD	personal item?
1-10	1	Microwave	TBD	personal item?
1-11	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
1-11	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	
1-11	1	Credenza Desk - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
1-11	1	Book - 3 shelf with glass doors, wood	DISPOSE	
1-11	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
1-11	1	Coat rack	TBD	
1-12	1	Credenza Desk - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
1-12	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
1-12	2	Book - 3 shelf with cabinet	DISPOSE	
1-12	1	File - 2 drawer vertical file, metal	DISPOSE	
1-12	1	File - 4 drawer vertical file, metal	DISPOSE	
1-12	1	Table with metal legs	DISPOSE	
1-12	1	Refrigerator - small underdesk	DUBERSTEIN	
1-13	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
1-13	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
1-13	1	Book - 3 shelf with cabinet	DISPOSE	
1-13	1	Chair - ergonomic, blue	DISPOSE	
1-13	1	Desk - straight, wood	DISPOSE	
1-13	1	Pedestal - box/box/file, metal	DISPOSE	
1-13	1	Refrigerator - small underdesk	DUBERSTEIN	
1-14	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	
1-14	1	Credenza Desk - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION

Pierrepont Plaza  
First Floor Existing Inventory

NOTE: Inventory to be verified by Move Coordinator

1-14	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
1-14	2	Book - 3 shelf with cabinet	DISPOSE	
1-14	1	Book - 4 shelf open, wood	DISPOSE	
1-15	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
1-15	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
1-15	1	Chair - ergonomic, blue	DISPOSE	
1-15	1	Desk - straight, wood	DISPOSE	
1-15	1	Pedestal - box/box/file, metal	DISPOSE	
1-15	1	Standing Desk - old	DISPOSE	
1-16	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
1-16	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
1-16	1	Book - 3 shelf with cabinet	DISPOSE	
1-16	1	Chair - ergonomic, blue	DISPOSE	
1-16	1	Chair - guest, wood	DISPOSE	
1-16	1	Desk - straight, wood	DISPOSE	
1-16	1	Desk with hutch laminate	DISPOSE	
1-16	1	Pedestal - box/box/file, wood	DISPOSE	
1-17	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
1-17	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
1-17	1	Chair - ergonomic, blue	DISPOSE	
1-17	1	Chair - guest, wood	DISPOSE	
1-17	3	Desk - straight, wood	DISPOSE	
1-18	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
1-18	1	File - 4 drawer vertical file, metal	DISPOSE	IT STORAGE
1-18	1	Misc - Hard Drive Crusher	DUBERSTEIN	
1-18	1	Misc - Laptop Charging Station	PER IT	
1-18	N/A	Misc - Server Racks	PER IT	
1-18	1	Safe	tBD	
1-18	3	Metal Shelving Open	TBD - Both Dub&CI	
1-19	12	Chair - ergonomic Gesture	DISPOSE	OPEN AREA
1-19	3	Long work table	DISPOSE	
1-19	1	Mobile A/V Unit	PER IT	
1-20	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
1-20	5	Chair - guest, metal	DISPOSE	RECORD ROOM
1-20	6	File - 4 drawer vertical file, metal	DISPOSE	
1-20	12	High-density file shelving	DISPOSE	
1-20	2	Pedestal - box/box/file, wood	DISPOSE	
1-20	1	Printer Cart - 25"W x 27"D x 30"H	DISPOSE	
1-20	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
1-20	4	Misc - Cart Stainless Steel	DUBERSTEIN	
1-20	1	Shredder	DUBERSTEIN	
1-20	1	Printer	PER IT	
1-20	1	Mail Sorter 24"x72"	TBD	
1-20	1	Mail Sorter 30"x72" Table	TBD	
1-20	1	Misc - A/V rack, wood	TBD	
1-20	1	Misc - Plotter	TBD	
1-26	N/A	Misc - Cardboard Boxes	DUBERSTEIN	URINALYSIS STORAGE
1-26	1	Refrigerator - Biohazard	TBD	
1-27	1	File - 2 drawer vertical file, metal	DISPOSE	IT STORAGE
1-27	2	Metal Shelving with work table	DISPOSE	
1-27	1	Storage Cabinet - 42" x 18"D x 63"H, metal	DISPOSE	
1-27	10	Metal Shelving Open	TBD - Both Dub&CI	
1-33	3	Table with metal legs	DISPOSE	RECEPTION

Pierrepoint Plaza  
19th Floor Existing Inventory

NOTE: Inventory to be verified by Move Coordinator

Room #	Qty	Furniture Item	Action	Description / Questions
19-01	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-01	1	Book - 3 shelf with glass doors, wood	DISPOSE	
19-01	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-01	2	File - 4 drawer vertical file, metal	DISPOSE	
19-01	1	File - 5 drawer vertical file, metal	DISPOSE	
19-01	1	Table - side or coffee	DISPOSE	
19-01	1	Coatrack	TBD	
19-01	2	Safe - 2 draw vertical file	TBD	Are these required?
19-02	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-02	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-02	1	Credenza Storage - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 4 TOTAL - PICK BEST CONDITION
19-02	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
19-02	1	Book - 4 shelf open, wood	DISPOSE	
19-02	1	Table - side or coffee	DISPOSE	
19-02	1	Refrigerator - small underdesk	DUBERSTEIN	
19-03	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-03	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-03	1	Credenza Desk - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-03	1	Credenza Storage - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 4 TOTAL - PICK BEST CONDITION
19-03	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
19-03	1	Book - 4 shelf open, wood	DISPOSE	
19-03	1	Table - side or coffee	DISPOSE	
19-03	1	Coatrack	TBD	
19-04	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-04	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-04	1	Credenza Storage - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 4 TOTAL - PICK BEST CONDITION
19-04	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
19-04	1	Chair - lounge	DISPOSE	
19-04	1	Refrigerator - small underdesk	DUBERSTEIN	
19-04	1	Lamp - floor	TBD	
19-05	2	Chair - Armless guest, beige	CENTRAL ISLIP	good condition, consider reusing
19-05	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-05	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-05	1	Credenza Desk - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-05	1	Desk - 72"W x 36"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-05	1	Book - 4 shelf open, wood	DISPOSE	
19-05	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-05	1	Refrigerator - small underdesk	DUBERSTEIN	
19-05	1	Coatrack	TBD	
19-05	1	Lamp - floor	TBD	
19-06	1	Book - 4 shelf open, wood	CENTRAL ISLIP	EXECUTIVE OFFICE
19-06	3	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-06	4	Chair - guest, oval back	CENTRAL ISLIP	Keep as executive set for Islip?
19-06	1	Credenza w/ hutch, wood	CENTRAL ISLIP	Keep as executive set for Islip?
19-06	1	Desk - right return, wood	CENTRAL ISLIP	Keep as executive set for Islip?
19-06	1	File - 2 draw lateral, wood	CENTRAL ISLIP	Keep as executive set for Islip?
19-06	1	Table - Conference, oval, wood	CENTRAL ISLIP	Keep as executive set for Islip?
19-06	1	Table - side or coffee	CENTRAL ISLIP	Keep as executive set for Islip?
19-06	1	Table - side or coffee	CENTRAL ISLIP	Keep as executive set for Islip?
19-06	2	Chair - lounge	TBD	black leather
19-06	2	Lamp - floor	TBD	
19-07	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-07	1	Book - 4 shelf open, wood	DISPOSE	
19-07	2	Chair - guest, oval back	DISPOSE	
19-07	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-07	1	Desk - straight, wood	DISPOSE	
19-07	1	File - 2 draw lateral, metal	DISPOSE	
19-07	1	Refrigerator - small underdesk	DUBERSTEIN	
19-08	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-08	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-08	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
19-08	1	Book - 4 shelf open, wood	DISPOSE	
19-08	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	

Pierrepoint Plaza  
19th Floor Existing Inventory

NOTE: Inventory to be verified by Move Coordinator

19-08	1	Coatrack	TBD	
19-09	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-09	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
19-09	1	Book - 4 shelf open, wood	DISPOSE	
19-09	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-09	1	File - 2 draw lateral, metal	DISPOSE	
19-09	1	Refrigerator - small underdesk	DUBERSTEIN	
19-09	2	Chair - lounge, tan leather	TBD	good condition, reuse somewhere?
19-09	1	Coatrack	TBD	
19-10	1	Book - 4 shelf open, wood	CENTRAL ISLIP	RELOCATE 4 TOTAL - PICK BEST CONDITION
19-10	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-10	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-10	1	Credenza Desk - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-10	1	Desk - 72"W x 36"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-10	1	Desk - 72"W x 36"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-10	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
19-10	1	Book - 3 shelf with glass doors, wood	DISPOSE	
19-10	2	Chair - guest, armless	DISPOSE	
19-10	2	File - 2 draw, metal	DISPOSE	
19-100	6	Chair - guest, wood	DISPOSE	WAITING AREA
19-100	1	Table - Round, wood 42"	DISPOSE	
19-11	1	Book - 4 shelf open, wood	CENTRAL ISLIP	RELOCATE 4 TOTAL - PICK BEST CONDITION
19-11	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-11	1	Desk - 72"W x 36"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-11	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
19-11	2	Chair - guest, oval back	DISPOSE	
19-11	1	File - 5 drawer vertical file, metal	DISPOSE	
19-11	1	Table - side or coffee	DISPOSE	
19-11	1	Coatrack	TBD	
19-12	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-12	1	Standing Desk - 72"W x 30"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 15 TOTAL - PICK BEST CONDITION
19-12	2	Chair - guest, oval back	DISPOSE	
19-12	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-12	1	File - 2 draw vertical, metal	DISPOSE	
19-12	1	Sofa - 3-seater	DISPOSE	
19-12	1	Refrigerator - small underdesk	DUBERSTEIN	
19-13	1	Book - 4 shelf open, wood	CENTRAL ISLIP	RELOCATE 4 TOTAL - PICK BEST CONDITION
19-13	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-13	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-13	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-13	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-13	1	Storage Cabinet - wood	DISPOSE	
19-13	1	Chair - lounge, brown leather	TBD	good condition, reuse somewhere?
19-13	1	Lamp - floor	TBD	
19-14	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-14	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-14	1	Desk - 72"W x 36"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-14	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-14	1	File - 2 drawer vertical file, metal	DISPOSE	
19-14	1	File - 4 drawer vertical file, metal	DISPOSE	
19-14	1	File - 5 drawer vertical file, metal	DISPOSE	
19-14	1	Refrigerator - small underdesk	DUBERSTEIN	
19-14	1	Coatrack	TBD	
19-15	1	Book - 4 shelf open, wood	CENTRAL ISLIP	RELOCATE 4 TOTAL - PICK BEST CONDITION
19-15	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-15	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-15	1	Desk - 72"W x 36"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-15	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-15	1	Pedestal - box/box/file, wood	DISPOSE	
19-15	1	Refrigerator - small underdesk	DUBERSTEIN	
19-15	1	Coatrack	TBD	
19-15	1	Lamp - floor	TBD	
19-15	1	Microwave	TBD	
19-16	1	Desk - 72"W x 36"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION

Pierrepoint Plaza  
19th Floor Existing Inventory

NOTE: Inventory to be verified by Move Coordinator

19-16	1	Book - 4 shelf open, wood	DISPOSE	
19-16	2	Chair - guest, oval back	DISPOSE	
19-16	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-16	1	File - 5 drawer vertical file, metal	DISPOSE	
19-16	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-16	1	Refrigerator - small underdesk	DUBERSTEIN	
19-16	1	Coatrack	TBD	
19-16	1	Microwave	TBD	
19-17	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-17	3	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-17	1	Desk - 72"W x 36"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-17	1	Book - 3 shelf with cabinet	DISPOSE	
19-17	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-17	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-18	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-18	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-18	1	Desk - 72"W x 36"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-18	1	Standing Desk - 48"W x 30"D (Probation Standard)	CENTRAL ISLIP	
19-18	2	Book - 4 shelf open, wood	DISPOSE	
19-18	1	File - 4 drawer vertical file, metal	DISPOSE	
19-18	2	Pedestal - box/box/file, wood	DISPOSE	
19-18	1	Chair - lounge, tan leather	TBD	good condition, reuse somewhere?
19-18	2	Coatrack	TBD	
19-18	2	Lamp - floor	TBD	
19-19	1	Standing Desk - 48"W x 30"D (Probation Standard)	CENTRAL ISLIP	
19-19	1	Book - 3 shelf with glass doors, wood	DISPOSE	
19-19	2	Book - 4 shelf open, wood	DISPOSE	
19-19	1	Ottoman	DISPOSE	
19-19	2	Pedestal - box/box/file, wood	DISPOSE	
19-19	1	Standing Desk - 80"W x 30"D (Probation Standard)	DISPOSE	
19-19	1	Storage Cabinet - wood	DISPOSE	
19-19	1	Refrigerator - small underdesk	DUBERSTEIN	
19-19	2	Chair - lounge, tufted wing	TBD	good condition, reuse somewhere?
19-19	1	Coatrack	TBD	
19-20	1	Desk - 72"W x 36"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-20	1	Book - 4 shelf open, wood	DISPOSE	
19-20	2	Chair - guest, oval back	DISPOSE	
19-20	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-20	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-20	1	Storage Cabinet - wood	DISPOSE	
19-20	1	Coatrack	TBD	
19-21	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-21	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-21	1	Book - 4 shelf open, wood	DISPOSE	
19-21	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-21	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-21	1	Flag Pole	DUBERSTEIN	
19-21	1	Refrigerator - small underdesk	DUBERSTEIN	
19-21	2	Chair - guest, tufted leather	TBD	good condition, reuse somewhere?
19-21	1	Coatrack	TBD	
19-21	1	Lamp - floor	TBD	
19-21	1	Microwave	TBD	
19-21	1	Storage Cabinet (Probation Standard)	TBD	
19-22	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-22	1	Table - console, wood	CENTRAL ISLIP	
19-22	1	Book - 4 shelf open, wood	DISPOSE	
19-22	3	Chair - guest, oval back	DISPOSE	
19-22	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-22	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-22	1	Refrigerator - small underdesk	DUBERSTEIN	
19-22	3	Lamp - floor	TBD	
19-23	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-23	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-23	1	Credenza Desk - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION



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NOTE: Inventory to be verified by Move Coordinator

19-23	1	Book - 4 shelf open, wood	DISPOSE	
19-23	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-24	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-24	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-24	1	Credenza Desk - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-24	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-24	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-24	1	Refrigerator - small underdesk	DUBERSTEIN	
19-24	1	Lamp - floor	TBD	
19-25	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-25	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-25	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-25	1	Storage Cabinet - wood	DISPOSE	
19-25	1	Refrigerator - small underdesk	DUBERSTEIN	
19-25	2	Chair - guest, tufted leather	TBD	good condition, reuse somewhere?
19-25	1	Coatrack	TBD	
19-25	1	Microwave	TBD	personal item?
19-25	1	Storage Cabinet (Probation Standard)	TBD	
19-26	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-26	1	Book - 3 shelf with glass doors, wood	DISPOSE	
19-26	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-26	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-26	1	File - 2 drawer vertical file, metal	DISPOSE	
19-26	1	Table - side or coffee	DISPOSE	
19-26	1	Table - side or coffee	DISPOSE	
19-26	1	Refrigerator - small underdesk	DUBERSTEIN	
19-26	1	Chair - King Louis XVI	TBD	
19-26	1	lamp - floor	TBD	
19-26	1	Microwave	TBD	
19-27		NO ACCESS		
19-28	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-28	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-28	1	Book - 3 shelf with glass doors, wood	DISPOSE	
19-28	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-28	1	Coatrack	TBD	
19-28	1	Lamp - floor	TBD	
19-29	1	Chair - ergonomic	CENTRAL ISLIP	RELOCATE 40 TOTAL - PICK BEST CONDITION
19-29	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-29	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-29	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-30	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-30	1	Book - 3 shelf with cabinet	DISPOSE	
19-30	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-30	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-30	1	Storage Cabinet - wood	DISPOSE	
19-30	1	Lamp - floor	TBD	
19-31	1	Chair - executive, tufted brown leather	CENTRAL ISLIP	Keep as executive for Islip
19-31	1	Desk - U-shaped, right return	CENTRAL ISLIP	Keep as executive for Islip
19-31	1	Book - 3 shelf with glass doors, wood	DISPOSE	
19-31	1	Table - side or coffee	DISPOSE	
19-31	4	(RC) Chair - guest, blue	DUBERSTEIN	ROBERT CAPERS
19-31	1	(RC) Refrigerator - small underdesk	DUBERSTEIN	ROBERT CAPERS
19-31	1	(RC) Storage Cabinet - wood with glass doors	DUBERSTEIN	ROBERT CAPERS
19-31	1	(RC) Table - side, oval	DUBERSTEIN	ROBERT CAPERS
19-31	1	(RC) Table - coffee, oval	DUBERSTEIN	ROBERT CAPERS
19-31	1	Coatrack	TBD	
19-32	1	Lamp - floor	TBD	
19-32	1	Locker Box - tabletop, blue	TBD	
19-32	1	Safe - Patriot	tBD	
19-33	3	Chair - ergonomic	DISPOSE	
19-33	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	CYBERCRIME
19-33	1	Desk - L-shaped	DISPOSE	
19-33	1	Mobile Desk with keyboard drawer	DISPOSE	
19-33	1	Mobile A/V Unit	PER IT	

Pierrepoint Plaza  
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NOTE: Inventory to be verified by Move Coordinator

19-34	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-34	1	Standing Desk - 48"W x 30"D (Probation Standard)	CENTRAL ISLIP	
19-34	1	Book - 4 shelf open, wood	DISPOSE	
19-34	1	Chair - ergonomic	DISPOSE	
19-34	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-35	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-35	1	Book - 4 shelf open, wood	DISPOSE	
19-35	2	Chair - ergonomic	DISPOSE	
19-35	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-35	1	File - 4 drawer vertical file, metal	DISPOSE	
19-36	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-36	1	Book - 3 shelf with glass doors, wood	DISPOSE	
19-36	1	Chair - ergonomic	DISPOSE	
19-36	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-36	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-36	1	Refrigerator - small underdesk	DUBERSTEIN	
19-37	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-37	1	Book - 4 shelf open, wood	DISPOSE	
19-37	1	Chair - ergonomic	DISPOSE	
19-37	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-37	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-37	1	Coatrack	TBD	
19-38	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-38	1	Book - 4 shelf open, wood	DISPOSE	
19-38	1	Chair - ergonomic	DISPOSE	
19-38	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-38	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-38	1	Coatrack	TBD	
19-39	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-39	1	Book - 3 shelf with glass doors, wood	DISPOSE	
19-39	1	Chair - ergonomic	DISPOSE	
19-39	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-40	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-40	1	Book - 4 shelf open, wood	DISPOSE	
19-40	1	Chair - ergonomic	DISPOSE	
19-40	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-40	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-40	1	Coatrack	TBD	
19-40	1	Lamp - floor	TBD	
19-41	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-41	1	Book - 4 shelf open, wood	DISPOSE	
19-41	1	Chair - ergonomic	DISPOSE	
19-41	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-41	1	File - 5 drawer vertical file, metal	DISPOSE	
19-41	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-41	1	Lamp - floor	TBD	
19-42	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-42	1	Book - 4 shelf open, wood	DISPOSE	
19-42	1	Chair - ergonomic	DISPOSE	
19-42	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-42	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-42	1	Refrigerator - small underdesk	DUBERSTEIN	
19-42	1	Coatrack	TBD	
19-43	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-43	1	Credenza Desk - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-43	1	Book - 4 shelf open, wood	DISPOSE	
19-43	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-44	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-44	1	Book - 4 shelf open, wood	DISPOSE	
19-44	1	Chair - ergonomic	DISPOSE	
19-44	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-44	1	File - 2 drawer vertical file, metal	DISPOSE	
19-44	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-45	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	

Pierrepoint Plaza  
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NOTE: Inventory to be verified by Move Coordinator

19-45	1	Book - 4 shelf open, wood	DISPOSE	
19-45	1	Chair - ergonomic	DISPOSE	
19-45	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-45	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-46	N/A	Misc - Duffel Bags	DUBERSTEIN	MATT STORAGE / DEFENSE TRAINING
19-46	5	Misc - Bins	DUBERSTEIN	
19-46	3	Misc - Dummies	DUBERSTEIN	
19-46	1	Misc - Large Red Bag	DUBERSTEIN	
19-46	2	Misc - Punch Bag Freestanding	DUBERSTEIN	
19-46	2	Metal Shelving Open	TBD - Both Dub&CI	
19-47	1	Book - 4 shelf open, wood	DISPOSE	
19-47	1	Chair - ergonomic	DISPOSE	
19-47	2	Chair - guest, oval back	DISPOSE	
19-47	1	Credenza Desk	DISPOSE	
19-47	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-47	1	Coatrack	TBD	
19-48	1	Chair - guest, light brown	DISPOSE	
19-48	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-48	N/A	Misc Tactical gear / boxes	DUBERSTEIN	
19-49	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-49	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-49	1	File - 5 drawer vertical file, metal	DISPOSE	
19-49	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-49	1	Coatrack	TBD	
19-50	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	VIDEO CONFERENCE
19-50	1	Chair - ergonomic	DISPOSE	
19-50	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-50	1	File - 2 drawer vertical file, metal	DISPOSE	
19-50	1	File - 5 drawer vertical file, metal	DISPOSE	
19-50	1	Mobile A/V Unit	PER IT	
19-51	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-51	1	Book - 4 shelf open, wood	DISPOSE	
19-51	1	Chair - ergonomic	DISPOSE	
19-51	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-51	1	File - 4 drawer vertical file, metal	DISPOSE	
19-51	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-52	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-52	1	Credenza Desk - 72"W x 24"D (Probation Standard)	CENTRAL ISLIP	RELOCATE 10 TOTAL - PICK BEST CONDITION
19-52	1	Book - 4 shelf open, wood	DISPOSE	
19-52	1	Chair - ergonomic	DISPOSE	
19-52	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-52	1	Refrigerator - small underdesk	DUBERSTEIN	
19-52	1	Lamp - floor	TBD	
19-52	1	Storage Cabinet (Probation Standard)	TBD	
19-53	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-53	1	Book - 4 shelf open, wood	DISPOSE	
19-53	1	Chair - ergonomic	DISPOSE	
19-53	1	Credenza Desk	DISPOSE	
19-53	1	Desk - straight, wood	DISPOSE	
19-53	1	File - 2 draw lateral, wood	DISPOSE	
19-53	1	File - 4 drawer vertical file, metal	DISPOSE	
19-54	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-54	1	Chair - ergonomic	DISPOSE	
19-54	1	Credenza Desk - 72"W x 24"D (Probation Standard)	DISPOSE	
19-54	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-54	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-54	1	Lamp - floor	TBD	
19-55	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-55	1	Book - 4 shelf open, wood	DISPOSE	
19-55	1	Chair - ergonomic	DISPOSE	
19-55	1	Credenza Desk - 72"W x 24"D (Probation Standard)	DISPOSE	
19-55	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-55	1	Coatrack	TBD	
19-56	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	

Pierrepont Plaza  
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NOTE: Inventory to be verified by Move Coordinator

19-56	1	Chair - ergonomic	DISPOSE	
19-56	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-56	1	File - 2 drawer vertical file, metal	DISPOSE	
19-56	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-56	1	Coatrack	TBD	
19-57	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-57	1	Book - 4 shelf open, wood	DISPOSE	
19-57	1	Chair - ergonomic	DISPOSE	
19-57	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-57	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-57	1	Coatrack	TBD	
19-58	3	File - 4 drawer vertical file, metal	DISPOSE	IT STORAGE
19-59	2	Printer Cart - 25"W x 27"D x 30"H	DISPOSE	
19-59	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-60	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-60	1	Credenza Desk - 72"W x 24"D (Probation Standard)	DISPOSE	
19-60	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-60	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-60	1	Book - 5 shelf open, wood	TBD	
19-60	1	Lamp - floor	TBD	
19-61	1	Chair - Folding with Casters	CENTRAL ISLIP	
19-61	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-61	1	Book - 3 shelf with glass doors, wood	DISPOSE	
19-61	1	Chair - ergonomic	DISPOSE	
19-61	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-61	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-61	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-62	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-62	1	Chair - ergonomic	DISPOSE	
19-62	1	Credenza Desk - 72"W x 24"D (Probation Standard)	DISPOSE	
19-62	1	File - 4 drawer vertical file, metal	DISPOSE	
19-62	2	File - 5 drawer lateral, metal	DISPOSE	
19-62	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-62	1	Refrigerator - small underdesk	DUBERSTEIN	
19-62	1	Storage Cabinet (Probation Standard)	TBD	
19-63	1	Book - 4 shelf open, wood	DISPOSE	PROCUREMENT STORAGE
19-63	1	Chair - ergonomic	DISPOSE	
19-63	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-63	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-63	2	Metal Shelving Open	TBD - Both Dub&CI	
19-64/65	1	Book - 3 shelf with cabinet	DISPOSE	COPY ROOM
19-64/65	1	Storage Cabinet - gray laminate	DISPOSE	
19-64/65	2	Table - 72"W x 36"D	DISPOSE	
19-64/65	3	Shredder	DUBERSTEIN	
19-64/65	2	Printer - Floor	PER IT	
19-64/65	2	Printer - Tabletop	PER IT	
19-64/65	1	Book - 5 shelf open metal	TBD	
19-64/65	2	Misc - Large Bins	TBD	
19-64/65	2	Metal Shelving Open	TBD - Both Dub&CI	
19-66	1	Chair - ergonomic	DISPOSE	STORAGE
19-66		Misc - Other Gym Equipment	TBD	
19-66	2	Misc - Stationary Bikes	TBD	
19-66	2	Misc - Treadmills	TBD	
19-66		Misc - Various Framed Artwork	TBD	
19-67		NO ACCESS		
19-68	2	Misc - Electric Fans	DUBERSTEIN	
19-68-hall	1	File - 4 drawer vertical file, metal	DISPOSE	
19-68-hall	11	Misc - Laminate Top 72" x 24"	DISPOSE	
19-68-hall	24	Misc - Cardboard Boxes - 12" x 18"	DUBERSTEIN	
19-69	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-69	1	Book - 3 shelf with glass doors, wood	DISPOSE	
19-69	1	Chair - ergonomic	DISPOSE	
19-69	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-69	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	

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19-69	1	Lamp - floor	TBD	
19-70	1	Chair - ergonomic	DISPOSE	
19-70	1	Desk - glass top, stainless steel legs	DISPOSE	
19-70	2	File - 4 drawer vertical file, metal	DISPOSE	
19-70	5	File - 5 drawer lateral, metal	DISPOSE	
19-70	3	Misc - metal carts	TBD	
19-70	N/A	Misc - various bins - 12" x 18"	TBD	
19-71		NO ACCESS		
19-72	4	Chair - ergonomic	DISPOSE	BREAKROOM / LOUNGE
19-72	1	Refrigerator - large black	DISPOSE	
19-72	2	Sofa - 3-seater	DISPOSE	
19-72	1	Table - round, wood 48"	DISPOSE	
19-72	1	Misc - Keurig	DUBERSTEIN	
19-72	1	Microwave	TBD	
19-72	1	Misc - mobile cart	TBD	
19-73	2	Chair - ergonomic	DISPOSE	SPECIAL OPERATIONS GROUP
19-73	1	Desk - straight, wood	DISPOSE	
19-73	1	File - 2 draw, metal	DISPOSE	
19-73	2	File - 2 draw, metal black	DISPOSE	
19-73	1	Printer Cart - 25"W x 27"D x 30"H	DISPOSE	
19-73	1	Storage Cabinet - 42" x 18"D	DISPOSE	
19-73	N/A	Misc - two-way radio receivers	DUBERSTEIN	
19-73	1	Coatrack	TBD	
19-73	1	lamp - floor	TBD	
19-74		NO ACCESS (WITSEC)		
19-75	20	Metal Shelving Open	TBD - Both Dub&CI	PROCUREMENT STORAGE
19-76	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-76	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-76	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-76	1	Storage Cabinet - wood	DISPOSE	
19-76	1	Refrigerator - small underdesk	DUBERSTEIN	
19-76	1	Coatrack	TBD	
19-76	1	lamp - floor	TBD	
19-77	1	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-77	1	Book - 4 shelf open, wood	DISPOSE	
19-77	1	Chair - ergonomic	DISPOSE	
19-77	1	Credenza Desk - 72"W x 24"D (Probation Standard)	DISPOSE	
19-77	1	File - 4 drawer vertical file, metal	DISPOSE	
19-77	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-77	1	Lamp - floor	TBD	
19-78	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-78	1	Book - 4 shelf open, wood	DISPOSE	
19-78	1	Chair - ergonomic	DISPOSE	
19-78	1	Credenza Storage - 72"W x 24"D (Probation Standard)	DISPOSE	
19-78	1	File - 4 drawer vertical file, metal	DISPOSE	
19-78	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-78	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-79	1	Credenza Desk - 72"W x 24"D (Probation Standard)	DISPOSE	
19-79	1	File - 2 drawer vertical file, metal	DISPOSE	
19-79	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-79	1	Refrigerator - small underdesk	DUBERSTEIN	
19-80	2	Chair - Side (Probation Standard)	CENTRAL ISLIP	
19-80	1	Book - 4 shelf open, wood	DISPOSE	
19-80	1	Chair - ergonomic	DISPOSE	
19-80	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-80	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-80	1	Coatrack	TBD	
19-81	2	Book - 4 shelf open, wood	DISPOSE	ADMINISTRATION
19-81	2	Chair - ergonomic	DISPOSE	
19-81	2	Desk with hutch	DISPOSE	
19-81	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-81	1	Table - side or coffee	DISPOSE	
19-82 hall	1	Table - console, wood	CENTRAL ISLIP	
19-82-hall	1	Book - 3 shelf with cabinet	DISPOSE	

Pierrepont Plaza  
19th Floor Existing Inventory

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19-82-hall	1	Book - 4 shelf open, wood tall	DISPOSE	
19-82-hall	1	Desk - straight, wood	DISPOSE	
19-88	1	Standing Desk - 48"W x 30"D (Probation Standard)	CENTRAL ISLIP	ADMINISTRATION
19-88	1	Book - 4 shelf open, wood	DISPOSE	
19-88	2	Desk with hutch	DISPOSE	
19-88	1	Table with metal legs	DISPOSE	
19-88	1	Misc - Photography backdrop, blue	DUBERSTEIN	
19-88	1	Coatrack	TBD	
19-88-hall	1	Credenza Storage	DISPOSE	
19-88-hall	1	Shredder	DUBERSTEIN	
19-88-hall	1	Printer - Floor	PER IT	
19-88-hall	2	Printer - Tabletop	PER IT	
19-89-hall	2	File - 2 drawer lateral file, wood	DISPOSE	
19-89-hall	2	Printer - Tabletop	PER IT	
19-90		NO ACCESS (GYM/TRAINING)		
19-91	6	Chair - ergonomic	DISPOSE	PROCUREMENT STORAGE
19-91	6	File - 4 drawer vertical file, metal	DISPOSE	
19-91	3	Metal Shelving Open	TBD - Both Dub&CI	
19-92	2	Book - 4 shelf open, wood	DISPOSE	MAILROOM
19-92	1	Chair - folding	DISPOSE	
19-92	1	File - 4 drawer vertical file, metal	DISPOSE	
19-92	1	Long Work Table	DISPOSE	
19-92	3	Mail Sorter 30"x60" Table	TBD	
19-92	3	Mail Sorter 41"x60"	TBD	
19-93	9	Safe - 5 drawer, metal	tBD	HR FILES
19-94	1	Book - 4 shelf open, wood	DISPOSE	
19-94	1	Chair - guest, oval back	DISPOSE	
19-94	1	File - 4 drawer vertical file, metal	DISPOSE	
19-94	1	Standing Desk - 72"W x 30"D (Probation Standard)	DISPOSE	
19-94	1	Table - side or coffee	DISPOSE	
19-94	1	Lamp - floor	TBD	
19-94	1	Storage Cabinet (Probation Standard)	TBD	
19-95	1	Standing Desk - 48"W x 30"D (Probation Standard)	CENTRAL ISLIP	
19-95	1	Chair - ergonomic	DISPOSE	
19-95	2	Chair - guest, tub	DISPOSE	
19-95	1	Desk - 72"W x 36"D (Probation Standard)	DISPOSE	
19-95	1	Sofa - 2-seater	DISPOSE	
19-95	1	Refrigerator - small underdesk	DUBERSTEIN	
19-95	1	Book - 5 shelf open, wood	TBD	
19-95	1	Storage Cabinet (Probation Standard)	TBD	
19-96	10	Chair - Folding with Casters	CENTRAL ISLIP	SMALL TRAINING ROOM
19-96	1	Chair - ergonomic blue	DISPOSE	
19-96	1	Desk - straight, wood	DISPOSE	
19-96	5	Table - Training with casters	DISPOSE	
19-96	1	Mobile A/V Unit	PER IT	
19-97		NO ACCESS (IT CLOSET)		
19-98	24	Chair - Folding with Casters	CENTRAL ISLIP	LARGE TRAINING ROOM
19-98	1	Refrigerator - large white	DISPOSE	
19-98	1	Table - 84" x 36"	DISPOSE	
19-98	7	Table - Training with casters	DISPOSE	
19-98	1	Mobile A/V Rack	PER IT	
19-98	1	TV wall mounted	TBD	
1-INTV	8	Chair - Side (Probation Standard)	CENTRAL ISLIP	INTERVIEW ROOM
1-INTV	8	Chair - ergonomic	DISPOSE	INTERVIEW ROOM
1-INTV	8	Desk - L-shaped with curved corner and metal post, wood	DISPOSE	INTERVIEW ROOM

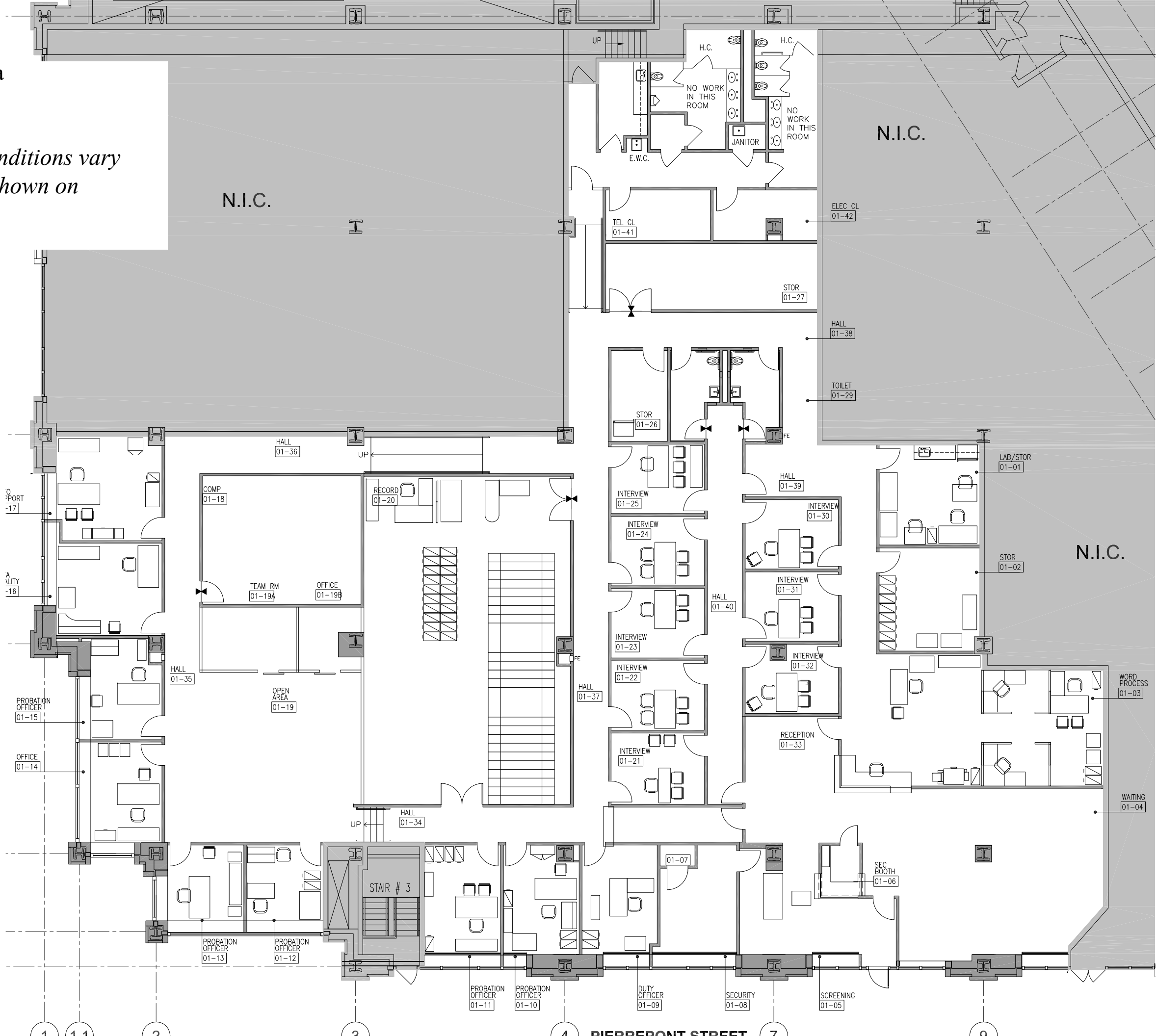


EDNY U.S. Probation Office Relocation  
Solicitation for Move Services

**ATTACHMENT C**  
**FLOOR PLANS**

Pierrepont Plaza  
First Floor Plan

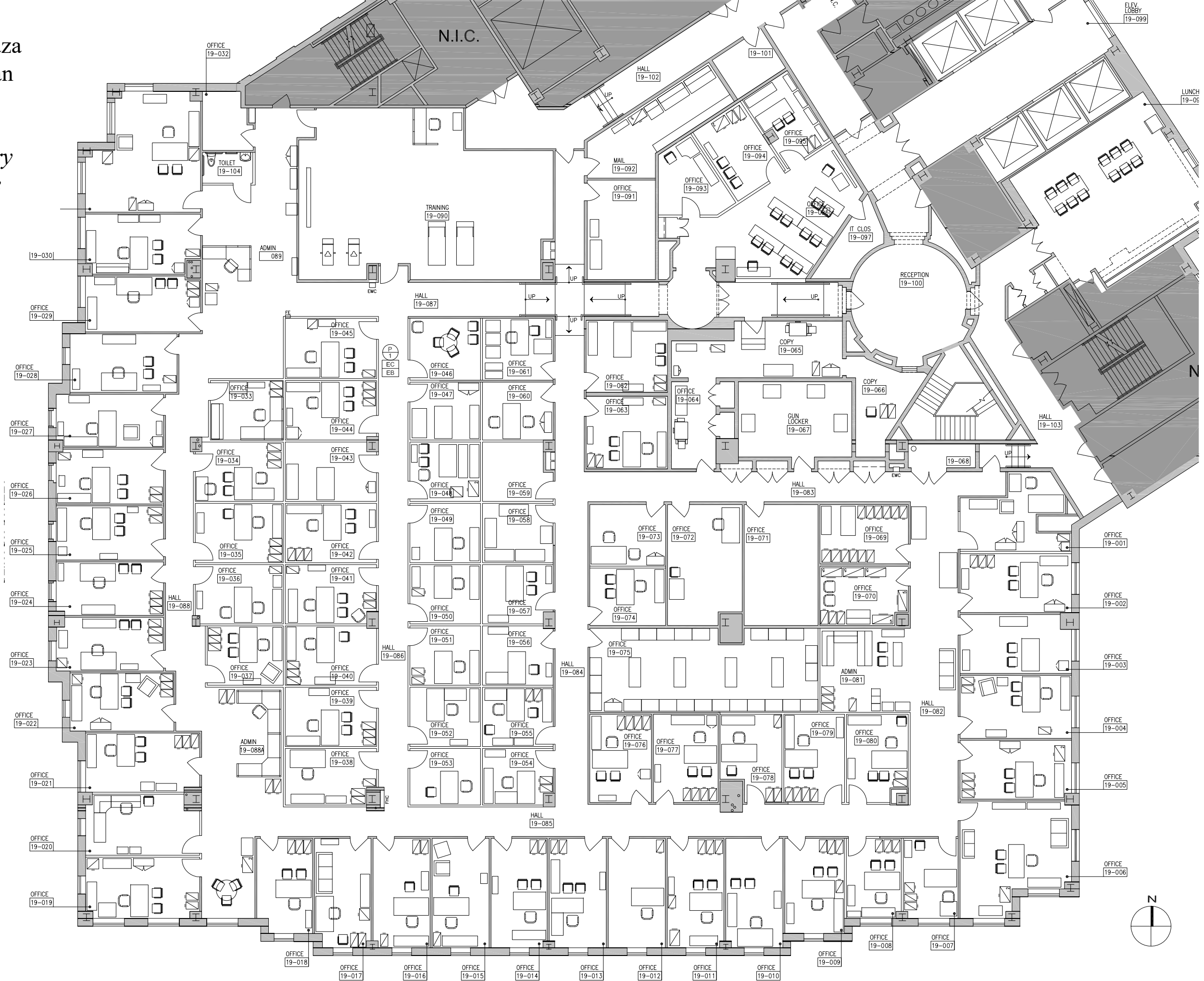
*Note: Actual conditions vary  
from furniture shown on  
drawings.*

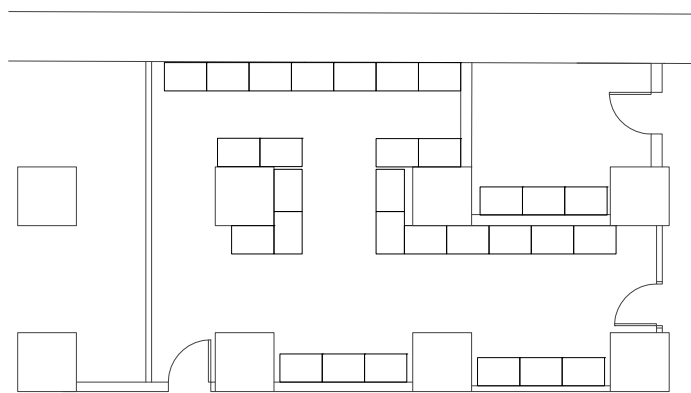




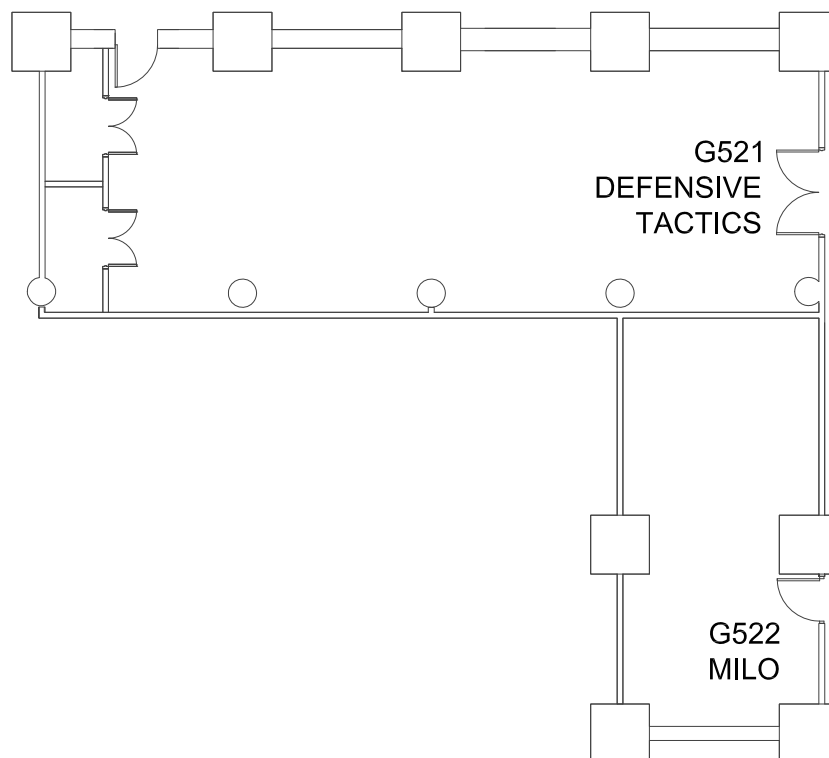
# Pierrepont Plaza 19th Floor Plan

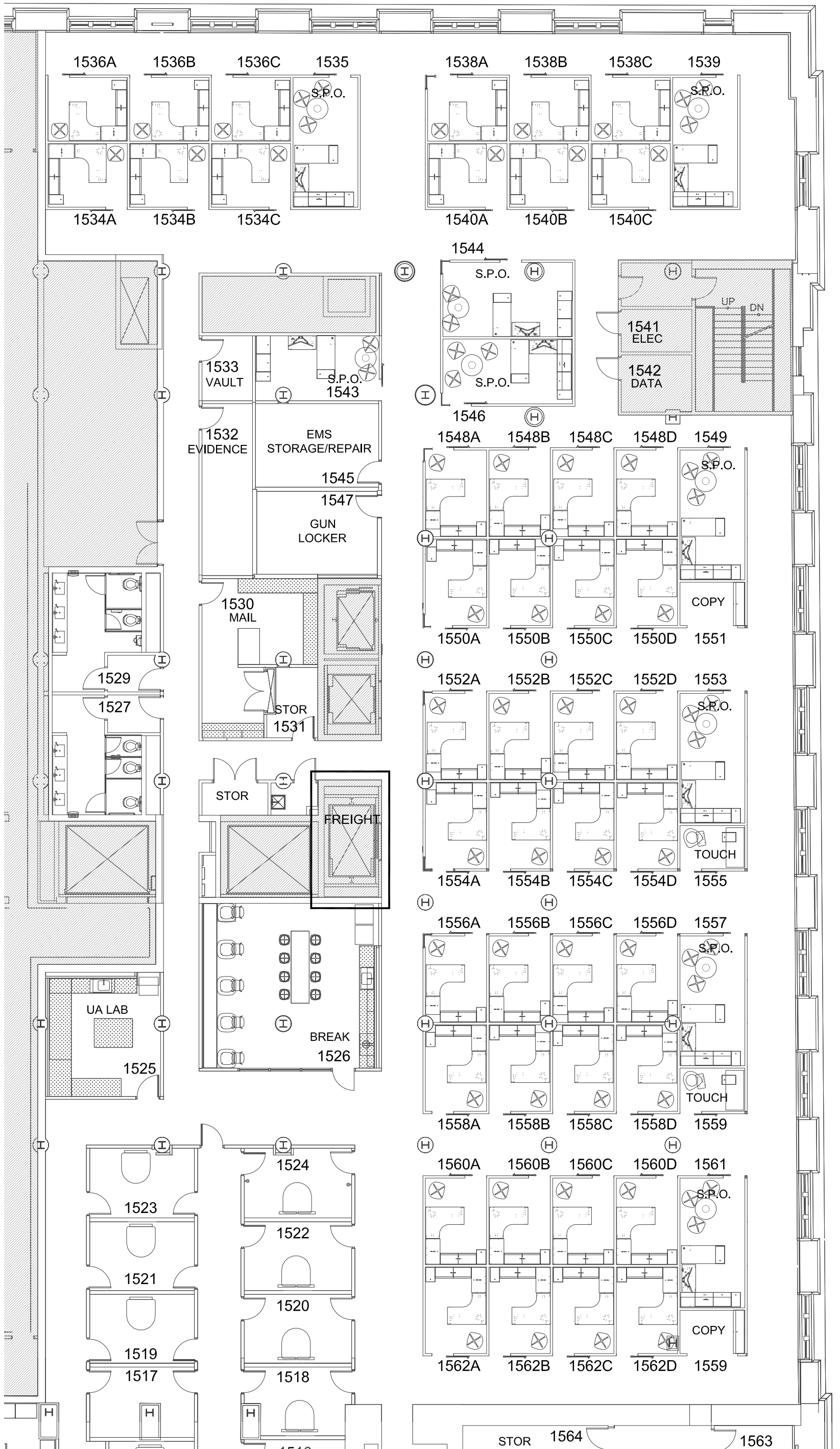
*Note: Actual conditions vary from furniture shown on drawings.*



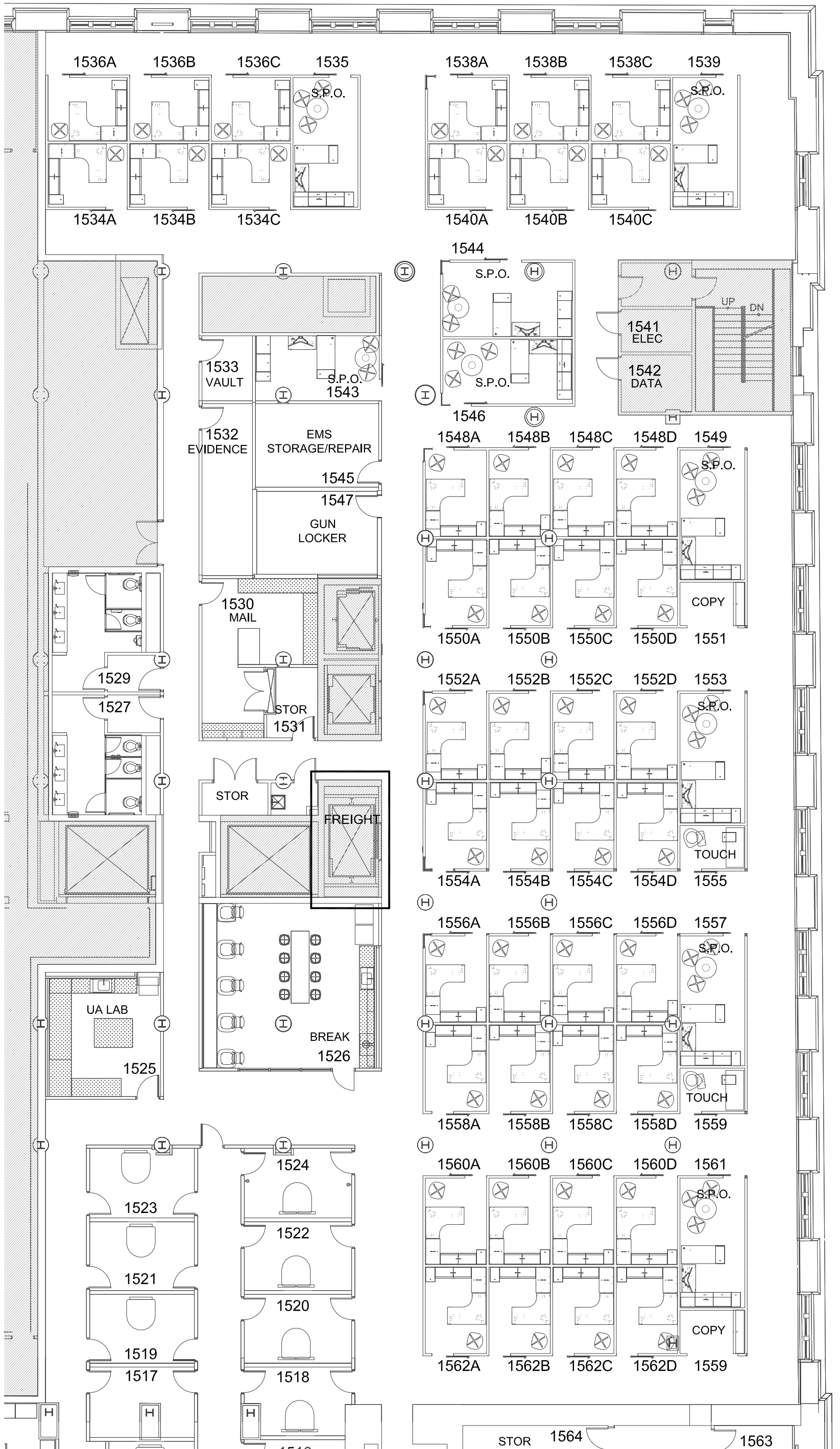


G511  
STORAGE

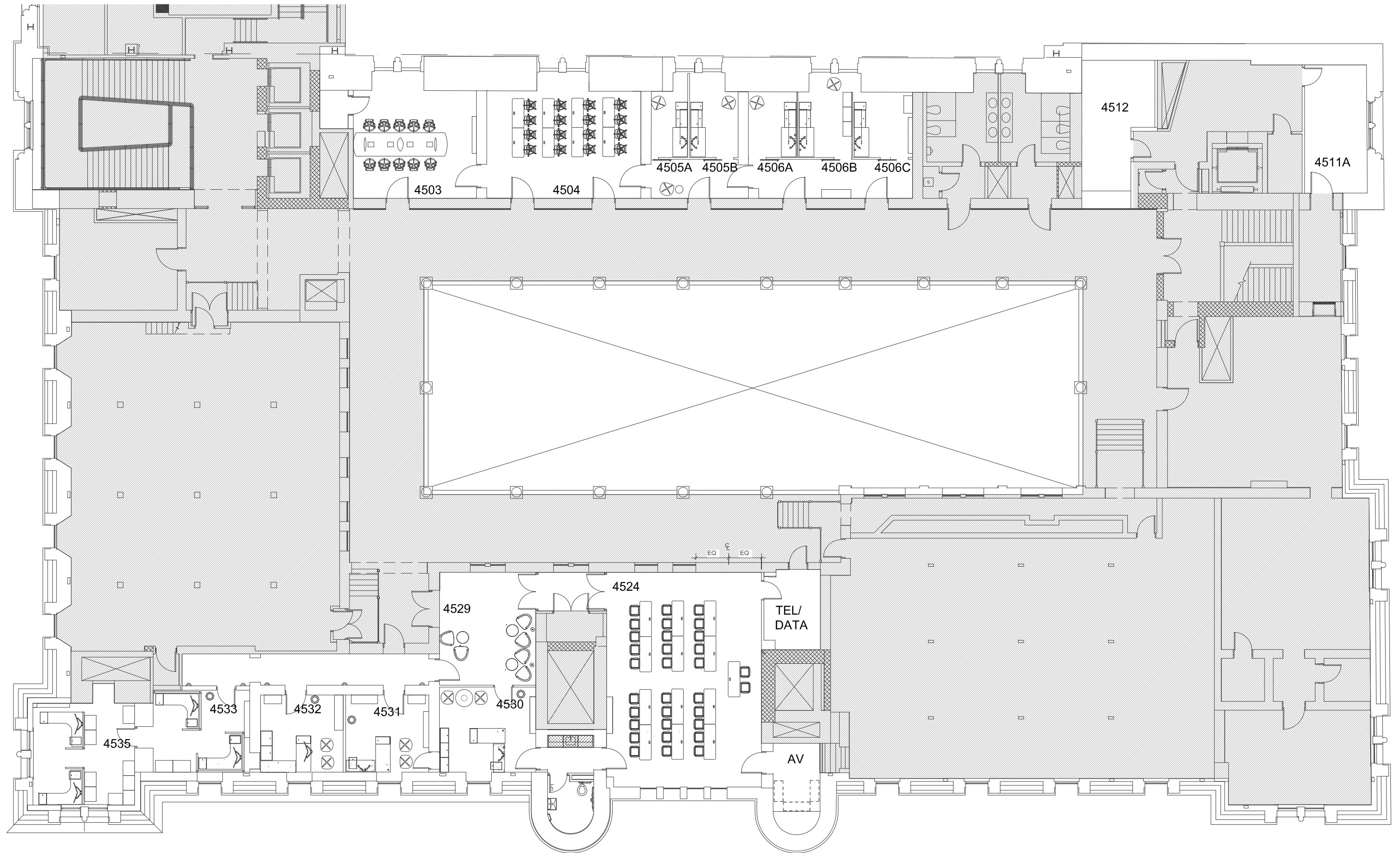




DUBERSTEIN COURTHOUSE  
FIRST FLOOR NORTH



DUBERSTEIN COURTHOUSE  
FIRST FLOOR NORTH



DUBERSTEIN COURTHOUSE  
FIRST FLOOR NORTH



EDNY U.S. Probation Office Relocation  
Solicitation for Move Services

**ATTACHMENT D**  
**INVENTORY FOR D'AMATO MOVE**

**D'Amato Courthouse**  
**Estimated Need to Relocation from Pierrepont**

Furniture Item	Estimated Need in Islip	Currently in Islip	Estimated total to be moved from Brooklyn to Islip (TENTATIVE)
Standard computer Chair	60	23	40
Guest chairs - Black leather	94	15	Bring All
Open Credenza (24 x 27)	14	5	9
Storage Credenza (24 x 72)	10	7	3
Straight desks (36 x 72)	20	10	10
Standing desks (30 x 72)	22	7	15
Standing desks (30 x 48)	4	2	5 (bring all)
Bookcase - 42"w	32	28	4 (review and bring best condition items over)
Training Room Tables & Chairs			Bring All



EDNY U.S. Probation Office Relocation  
Solicitation for Move Services

**ATTACHMENT E**  
**CERTIFICATE OF INSURANCE**  
**PIERREPONT PLAZA**



**FOREST CITY PIERREPONT ASSOCIATES**  
**CERTIFICATE OF INSURANCE REQUIREMENTS**

**Standard Insurance Provisions for General Conditions/Construction Contracts**

**1.1 CONTRACTORS INSURANCE**

**1.1.1** Prior to the commencement of the work, the contractor shall file with the Construction Manager

For transmittal to an approval of the Owner valid duplicate original Certificate of Insurance and/or, at the Owner's option, a certified copy of the insurance policies and any and all endorsements or riders thereto, evidencing compliance with all requirements contained in this contract, all in form and substance satisfactory to the Owner and Construction Manager. The Contractor shall provide Owner with proof of payment of premium in the full for the current annual period or, if such premiums are financed, evidence that premiums are current.

**1.1.2** Acceptance and/or approval of the insurance herein does not and shall not be construed to relieve Contractor from any obligations, responsibilities or liabilities under the Contract.

**1.1.3** All insurances required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers properly licensed to do business in all states required by the terms of this contract, and acceptable in all respects, to the Owner and, at Owner's discretion, the Construction Manager; shall be "primary" and non-contributing to any insurances maintained by owner and Construction Manager, so that in no event shall the insurance carriers have any right of recovery against the Owner and/or the Construction Manager, their agents or employees; shall contain separation of insured's provision (severability of interest clause); shall provide written notice to be given to the Owner, Construction Manager, and all additional insured's and certificate holders at least thirty (30) days prior to the cancellation, non-renewal or modification of any such policies, which notice shall be evidence by return receipt of United States certified mail, shall name the Owner, Construction Manager and any subsidiary, parent or affiliates of the Owner or Construction Manager and their partners, directors, officers, agents and employees or other persons or entities with an insurable interest designated by the Owner or Construction Manager as additional insured's there under.

**1.1.4** The Contractor shall cause all insurances to be in full force and effect as of the date this contract and to remain in full force and effect throughout the term of this contract and as further requires by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage during the time period such coverage are required to be in effect.

- 1.1.5** Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Construction Manager for transmittal to the Owner updated replacement Certificates of Insurance, amendatory riders, and endorsements, and/or certified copies of insurance policies, together with evidence of payment of the premium, that clearly evidence the continuation of all of the terms and conditions of the coverage, limits of protection and scope of coverage as was provided by the expiring Certificates of Insurance, certified copies of insurance policies and amendatory riders or endorsements as originally supplied.
- 1.1.6** If the Contractor fails to purchase and maintain, or fails to require to be purchased and maintained, the liability insurance in this Contract, Owner and/or Construction Manager may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid by the Contractor for any premiums paid therefore.
- 1.1.7** The Contractor shall elect reputable and financially sound insurers to underwrite the required coverage acceptable to Owner. In all instances, each insurer selected must be rated at least "A" (Excellent) Class "VII" in the most recently published Best's Insurance Report. If an insurer's rating falls below "A" (Excellent) Class "VII" during the term of the policy, the insurance must be replaced no later than the renewal date of the policy with the insurer acceptable to Owner and having an "A" (Excellent) Class "VII" rating in the most recently published Best's Insurance Report.
- 1.1.8** Upon written request of the Owner or the Construction Manager, the Contractor shall provide, or shall cause to be provided, information on the status of aggregate limit erosion.
- 1.1.9** No act or omission of any insurance agent, broker or insurance company representative shall release Contractor of any of its obligations under this Contract.
- 1.1.10** The Contractor, throughout the term of this Contract or as otherwise required by this Contract, shall obtain and maintain in full force and effect the following casualty/liability insurances with limits not less than specified herein and as requires by the terms of this Contract or as requires by law, whichever is greater:
- .1 Commercial General Liability Insurance or its coverage equivalent is to be provided under the Insurance Service Offices (ISO) most current form, with a combined single limit for Bodily Injury and Property Damage of not less than \$5 Million, each occurrence, which insurance shall include a comparable limit with respect to Personal Injury and Advertising Injury. (This limit may be provided through a combination of primary and umbrella/excess liability policies.) Such insurance shall include the following coverage:
    - .1 Premises Operations coverage, including Independent Contractors, with limits of liability or on a per location basis.

- .2 Product Liability and Completed Operations coverage, with the provision that coverage shall extend for a period of at least twelve (12) months from the date of final completion and acceptance by the Owner of all of Contractor's Work.
  - .3 Contractual Liability coverage for the contractual liabilities assumed under this Contract, including coverage for claims arising out of construction or demolition operations with fifty (50) feet of any railroad and indemnification of a municipality for liabilities assumed under any contract or other agreement with such municipality.
  - .4 Personal Injury and Advertising Injury Liability coverage to include injury sustained by any person as a result of an offense directly or indirectly related to employment of such person by the insured or by any other person and liability assumed under contracts.
  - .5 Extended Bodily Injury coverage with respect to bodily injury resulting from the use of reasonable force to protect persons or property.
  - .6 Premises and Operations Medical Payments coverage.
  - .7 Broad Form Property Damage Liability coverage, including coverage for completed operations
  - .8 Explosion, Collapse, and Underground Property Damage coverage providing protections for property damage resulting from these hazards.
- 
- .2 Worker's Compensation, Occupational Disease Benefits, Voluntary Compensation, Disability Benefits, U.S.S Longshoremen's and Harbor Worker's Compensation, Admiralty/Jones Act, Defense Base Act, and any other federal and or state coverage, as requires, for not less than the statutory limits, and if applicable, an "Other States Endorsements"; Employers' Liability Insurance or Stop-Gap Employers' Liability Insurance with limits of not less than by accident \$1,000,000 each accident, by disease \$1,000,000 policy limit, by disease \$1,000,000 each employee; (These limits maybe provided through a combination of primary and umbrella/excess liability policies.).
  - .3 Comprehensive Business/Automobile Liability Insurance to include uninsured/underinsured and medical payment protection covering any automobile, including owned, leased, hired and non-owned automobiles, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per accident.
  - .4 Hazardous Material Liability Insurance covering Bodily Injury and/or Property Damage with limits of not less than \$\_\_\_\_\_, if the Work involves abatement, removal, replacement, repair, enclosure, encapsulation and/or disposal of any hazardous material or substance.

**1.1.11** The Contractor shall purchase and maintain the necessary property insurance to protect against the perils of fire and extended coverage, including vandalism and malicious mischief, more commonly referred to as “All Risk” Insurance for loss or damage to any owned, barrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms and property of the Construction Manager and/or Owner held in the care, custody, and/or control.

**1.1.12** The following shall be named as additional insured in all insurance policies required under this contract:

- .1 Forest City Pierrepont Associates, LLC. its members, affiliates and subsidiaries;**
- .2 Forest City Realty Trust Inc, its affiliates and subsidiaries;**
- .3 Forest City Ratner Companies LLC, its affiliates and subsidiaries;**
- .4 First New York Partners Management LLC, its affiliates and subsidiaries;**
- .5 Brookfield Properties (USA II) LLC, its affiliates and subsidiaries**
- .6 The City of New York; soley with respect to liability, arising out of work performed at the project known as Pierrepont Office Building.**

**1.1.13** The following shall be identified as certificate holders in all insurance policies required under this Contract:

- .1 Forest City Pierrepont Associates  
Attn: Building Office  
300 Cadman Plaza West  
Brooklyn, NY 11201**

**ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Contractor's Name  
Address:

INSURER A: Your Insurance Company

INSURER B: Your Insurance Company

INSURER C: Your Insurance Company

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	#	MM/DD/YY	MM/DD/YY	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>Limit</td></tr><tr><td>MED EXP (Any one person)</td><td>Limit</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>Limit</td></tr><tr><td>GENERAL AGGREGATE</td><td>5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	DAMAGE TO RENTED PREMISES (Ea occurrence)	Limit	MED EXP (Any one person)	Limit	PERSONAL & ADV INJURY	Limit	GENERAL AGGREGATE	5,000,000	PRODUCTS - COMP/OP AGG	\$
EACH OCCURRENCE	\$																	
DAMAGE TO RENTED PREMISES (Ea occurrence)	Limit																	
MED EXP (Any one person)	Limit																	
PERSONAL & ADV INJURY	Limit																	
GENERAL AGGREGATE	5,000,000																	
PRODUCTS - COMP/OP AGG	\$																	
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	#	MM/DD/YY	MM/DD/YY	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																	
BODILY INJURY (Per person)	\$																	
BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN AUTO ONLY: EA ACC AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC AGG	\$								
AUTO ONLY - EA ACCIDENT	\$																	
OTHER THAN AUTO ONLY: EA ACC AGG	\$																	
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	#	MM/DD/YY	MM/DD/YY	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ Can be combined with general aggregate</td></tr><tr><td>AGGREGATE</td><td>\$ to meet minimum</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ Can be combined with general aggregate	AGGREGATE	\$ to meet minimum		\$		\$		\$		
EACH OCCURRENCE	\$ Can be combined with general aggregate																	
AGGREGATE	\$ to meet minimum																	
	\$																	
	\$																	
	\$																	
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	#	MM/DD/YY	MM/DD/YY	<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>Limit</td></tr><tr><td>DISEASE - POLICY LIMIT</td><td>Limit</td></tr></table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	Limit	DISEASE - POLICY LIMIT	Limit				
WC STATUTORY LIMITS	OTH-ER																	
E.L. EACH ACCIDENT	\$ 1,000,000																	
E.L. DISEASE - EA EMPLOYEE	Limit																	
DISEASE - POLICY LIMIT	Limit																	

C.G.L. & Excess Liability combined must total \$5 million in Limits

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Forest City Pierrepont Associates LLC, its members, affiliates and subsidiaries; Forest City Realty Trust Inc., its affiliates and subsidiaries; Forest City Ratner Companies LLC, its affiliates and subsidiaries; First New York Partners Management LLC, its affiliates and subsidiaries; Brookfield Properties (USA II) LLC, its affiliates and subsidiaries and The City of New York solely with respect to liability, arising out of work performed at the project known as Pierrepont Office Building.

**CERTIFICATE HOLDER**

Forest City Pierrepont Associates, LLC  
300 Cadman Plaza West  
Brooklyn, NY 11201  
Attn: Building Manager

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



EDNY U.S. Probation Office Relocation  
Solicitation for Move Services

**ATTACHMENT F**  
**VOLUME 14**  
**CLAUSES**

## Volume 14, Appendix 1C Clauses:

### **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>.

### **Clause B-5, Clauses Incorporated by Reference**

*Include the following clause as prescribed in [Appx. 1B, § B.2.1\(b\) \(Solicitation Provisions and Contract Clauses Prescribed in Appendix 1B\)](#).*

### **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>.

### **Clause 1-1, Employment by the Government**

*Include the following clause as prescribed in [§ 150.30.40 \(Clauses\)](#).*

### **Employment by the Government (JAN 2003)**

- (a) The contractor covenants that throughout the term of this contract no contractor employee who performs services under this contract will be an officer or employee of the government of the United States.
- (b) If the contractor be an individual, the contractor covenants that throughout the term of this contract the individual will not be or become an officer or employee of the government of the United States. If during the term of contract the contractor intends to become an officer or employee of the government, the contractor shall advise the contracting officer in writing of such intentions so appropriate measures may be taken.
- (c) If the contractor be other than an individual, the contractor covenants that throughout the term of this contract no partner, principal, officer, stockholder, or other person having a financial interest in the contractor or the ability to control the contractor, directly or indirectly, will be or become an officer or employee of the government of the United States. The status of a stockholder as an officer or employee of the government of the United States will not constitute a violation of this subsection if the stock of the contractor is traded publicly over the counter or on a regional or national stock exchange.
- (d) For purposes of subsection (c), a business or partnership interest or stock owned by a spouse, child, or parent of an officer or employee of the government of the United States shall be deemed to be owned by such officer or employee.
- (e) The violation of any subsection of this section will constitute a material breach for which the judiciary may seek any and all remedies under the contract, including termination.



## **Clause 1-5, Conflict of Interest**

*Include the following clause as prescribed in [§ 150.30.40 \(Clauses\)](#) and [§ 520.75\(a\) \(Provisions and Clauses\)](#).*

### **Conflict of Interest (AUG 2004)**

(a) The contractor specifically agrees that there is no conflict of interest arising from the services to be provided under this agreement. The contractor further agrees that no employee, principal, or affiliate is in any such conflict.

(b) Work under this contract may create a future conflict of interest that could prohibit the contractor from competing for, or being awarded, future judiciary contracts. The following examples illustrate situations in which questions concerning potential conflicts of interest may arise:

#### **(1) Unequal Access to Information**

Access to internal judiciary business information as part of the performance of a contract that could provide the contractor a competitive advantage in a later competition for another judiciary contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information.

#### **(2) Competitive Advantage**

The contractor, under a prior or existing contract, participates in defining or preparing the requirements or documents that are involved in a subsequent procurement where the contractor may be a competitor. This includes, but is not limited to, defining the requirements, preparing an alternatives analysis, drafting the statement of work or specifications, or developing the evaluation criteria.

#### **(3) Impaired Objectivity**

The contractor is required to assess or evaluate products or services produced or performed by the contractor or one of its business divisions, subsidiaries, or affiliates, or any entity with which it has a significant financial relationship. The contractor's ability to render impartial advice could be undermined by the contractor's financial or other business relationship with the entity being evaluated.

The contractor agrees to immediately notify the contracting officer, in writing, if an actual or potential conflict of interest arises, including any of the above and if a non-judiciary client requests or receives any professional advice, representation, or assistance regarding the judiciary.

The judiciary reserves the right to preclude a contractor from participating in a procurement, refuse to permit the contractor to undertake any conflicting agreements with non-judiciary clients, or terminate this contract without cost to the judiciary in the event the contracting officer determines a conflict of interest exists and cannot be avoided or mitigated.

## **Clause 1-10, Gratuities or Gifts**

*Include the following clause as prescribed in [§ 150.50.50 \(Clause\)](#).*

### **Gratuities or Gifts (JAN 2010)**

(a) The right of the contractor to proceed may be terminated by written notice if, after notice and hearing, the Procurement Executive or designee determines — at a level above the contracting officer — that the contractor, its agent or another representative:

(1) offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the judiciary; and

(2) intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b)The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c)If this contract is terminated under paragraph (a) of this clause, the judiciary is entitled to pursue the same remedies as in a breach of contract.

(d)The rights and remedies of the judiciary provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## **Clause 1-15, Disclosure of Contractor Information to the Public**

*Include the following clause as prescribed in [§ 170.70 \(Clause\)](#).*

### **Disclosure of Contractor Information to the Public (AUG 2004)**

(a)The judiciary reserves the right to disclose information provided by the contractor, in response to a request by a member of the general public. Upon receipt of a written request, the judiciary will disclose information which would constitute public records in an agency covered by the Freedom of Information Act. In the event the requested information consists of or includes commercial or financial information, including unit prices, the contractor shall be notified of the request and provided with an opportunity to comment.

(b)The contractor will thereafter be notified as to whether the information requested will be released. The contractor understands and agrees that unit and/or aggregate prices contained in the contract may be subject to disclosure without consent.

## **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.

## **Clause 2-60, Stop-Work Order**

*Include the following clause as prescribed in [§ 220.25.80\(c\) \(Service-Related Provisions and Clauses\)](#).*

### **Stop-Work Order (JAN 2010)**

(a) The contracting officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order will be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the contracting officer will either:

- (1) cancel the stop-work order; or
- (2) terminate the work covered by the order as provided in the default, or the Termination for Convenience, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the contractor shall resume work. The contracting officer will make an equitable adjustment in the delivery schedule or contract price, or both, and the contract will be modified, in writing, accordingly, if:

- (1) the stop-work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) the contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the contracting officer decides the facts justify the action, the contracting officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the judiciary, the contracting officer will allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the contracting officer will allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **Provision 2-70, Site Visit**

*Include the following provision as prescribed in [§ 220.25.80\(e\) \(Service-Related Provisions and Clauses\)](#).*

### **Site Visit (JAN 2003)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after contract award.

### Provision 3-5, Taxpayer Identification and Other Offeror Information

Include the following provision as prescribed in [§ 325.30.20\(b\) \(Written Solicitations\)](#) and [§ 330.10.30\(a\) \(Provisions and Clauses\)](#).

#### 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 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.

### **Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

*Include the following provision as prescribed in [§ 330.10.30\(c\) \(Provisions and Clauses\)](#).*

### **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.

### **Clause 3-25, Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**

*Include the following clause as prescribed in [§ 330.10.30\(d\) \(Provisions and Clauses\)](#).*

#### **Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAR 2019)**

(a) The government (including the judiciary) suspends or debar contractors to protect the government's interests. The contractor shall not enter into any subcontract in excess of \$35,000 with a contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$35,000, to disclose to the contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the federal government.

(c) A corporate officer or a designee of the contractor shall notify the contracting officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment. The notice shall include the following:

- (1) the name of the subcontractor;
- (2) the contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
- (3) the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs; and
- (4) the systems and procedures the contractor has established to ensure that it is fully protecting the judiciary's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(d) *Subcontracts.* Unless this is a contract for commercial items, the contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for the identification of the parties), in each subcontract that exceeds \$35,000 in value, and is not a subcontract for commercially available off-the-shelf items.

#### **Provision 3-30, Certificate of Independent Price Determination**

*Include the following provision as prescribed in [§ 330.10.30\(e\) \(Provisions and Clauses\)](#).*

#### **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.

### **Clause 3-35, Covenant Against Contingent Fees**

*Include the following clause as prescribed in [§ 330.10.30\(f\) \(Provisions and Clauses\)](#).*

#### **Covenant Against Contingent Fees (JAN 2003)**

(a)The contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the judiciary will have the right to annul or terminate this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b)Definitions

"Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain judiciary contracts nor holds itself out as being able to obtain any judiciary contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain judiciary contracts nor holds out as being able to obtain any judiciary contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a judiciary contract.



"Improper influence," as used in this clause, means any influence that induces or tends to induce a judiciary employee or officer to give consideration or to act regarding a judiciary contract on any basis other than the merits of the matter.

### **Clause 3-40, Restrictions on Subcontractor Sales to the Judiciary**

*Include the following clause as prescribed in [§ 330.10.30\(g\) \(Provisions and Clauses\)](#).*

#### **Restrictions on Subcontractor Sales to the Judiciary (JUN 2014)**

(a) Except as provided in (b) of this clause, the contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the judiciary of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the judiciary's small purchase threshold.

### **Clause 3-45, Anti-Kickback Procedures**

*Include the following clause as prescribed in [§ 330.10.30\(h\) \(Provisions and Clauses\)](#).*

#### **Anti-Kickback Procedures (JUN 2012)**

##### **(a) Definitions**

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining products, materials, equipment, or services of any kind.

"Prime contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining products, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime contractor, who offers to furnish or furnishes any products, materials, equipment, or services of any kind under a prime contract or a subcontract

entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general products to the prime contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 ([41 U.S.C. §§ 8701-8707](#)) (the Act), prohibits any person from:

- (1) providing or attempting to provide or offering to provide any kickback;
- (2) soliciting, accepting, or attempting to accept any kickback; or
- (3) including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to the United States or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

(c) (1) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting office, the head of the contracting office if it does not have an inspector general, or the Department of Justice.

(3) The contractor shall cooperate fully with any federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The contracting officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the prime contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The contracting officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the government unless the government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the prime contractor shall notify the contracting officer when the monies are withheld.

(5) The contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed the judiciary's small purchase threshold.

### **Clause 3-50, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity**

*Include the following clause as prescribed in [§ 330.10.30\(i\) \(Provisions and Clauses\)](#).*

#### **Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JUN 2012)**

(a) If the judiciary receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act ([41 U.S.C. §§ 2101-2107](#)) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the judiciary may:

- (1) cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) rescind the contract with respect to which:
  - (i) the contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either:
    - (A) exchanging the information covered by such subsections for anything of value; or

(B)obtaining or giving anyone a competitive advantage in the award of a judiciary contract; or

(ii)The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b)If the judiciary rescinds the contract under paragraph (a) of this clause, the judiciary is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c)The rights and remedies of the judiciary specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

### **Clause 3-55, Price or Fee Adjustment for Illegal or Improper Activity**

*Include the following clause as prescribed in [§ 330.10.30\(j\) \(Provisions and Clauses\)](#).*

#### **Price or Fee Adjustment for Illegal or Improper Activity (JUN 2012)**

(a)The judiciary, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended ([41 U.S.C. §§ 2101-2107](#)).

(b)The price or fee reduction referred to in paragraph (a) of this clause will be:

(1) for cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) for cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) for cost-plus-award-fee contracts:

(i)the base fee established in the contract at the time of contract award;

(ii)if no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the contractor for each award fee evaluation period or at each award fee determination point.

(4) for fixed-price-incentive contracts, the judiciary may:

(i)reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii)if an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the contracting officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract will be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price will be the total final contract price.

(5) for firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the contracting officer from records or documents in existence prior to the date of the contract award.

(c)The judiciary may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the judiciary may terminate this contract for default. The rights and remedies of the judiciary specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

### **Provision 3-70, Determination of Responsibility**

*Include the following provision as prescribed in [§ 330.10.30\(k\) \(Provisions and Clauses\)](#).*

#### **Determination of Responsibility (JAN 2003)**

A determination of responsibility will be made on the apparent successful offeror prior to contract award. If the prospective contractor is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.

### **Provision 3-85, Explanation to Prospective Offerors**

*Include the following provision as prescribed in [§ 330.10.30\(m\) \(Provisions and Clauses\)](#).*

#### **Explanation to Prospective Offerors (AUG 2004)**

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc. shall submit such questions in writing only to the contracting officer soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given by the contracting officer to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is deemed by the contracting officer to be necessary in submitting offers or if, in the judgment of the contracting officer, the lack of it would be prejudicial to any other prospective offerors. The offeror is instructed specifically to contact only the contracting officer in connection with any aspect of this procurement prior to contract award. Contact with any other judiciary official except the contracting officer, or without the contracting officer's express consent, concerning this solicitation may result in disqualification of the offeror from consideration for award.

### **Provision 3-95, Preparation of Offers**

*Include the following provision as prescribed in [§ 330.10.30\(n\) \(Provisions and Clauses\)](#).*

#### **Preparation of Offers (APR 2013)**

(a) Offerors are expected to examine the drawings, specifications, clauses, line items, attachments, and all provisions and instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the offer and each continuation sheet on which it makes an entry. Erasures or other changes shall be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the purchasing office.

(c) For each item in the offer, the offeror shall:

(1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation; and

(2) enter the extended price/cost for the quantity of each item offered in the "amount" column of the line item schedule.

In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for products or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offerors shall state a definite time for delivery of products or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and federal holidays.

### **Provision 3-100, Instructions to Offerors**

*Include the following provision as prescribed in [§ 330.10.30\(o\) \(Provisions and Clauses\)](#).*

#### **Instructions to Offerors (APR 2013)**

(a) Definitions. As used in this provision:

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

(b) Amendments to Solicitations

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). An offeror's failure to acknowledge amendments affecting price, quantity, quality or delivery may result in the offeror's proposal being determined unacceptable where award is made without discussions.

(c) Submission, Modification, Revision, and Withdrawal of Offers

(1) Unless some other method (e.g., facsimile) is permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the offer shall show:

(i) the solicitation number;

(ii) the name, address, and telephone and facsimile numbers of the offeror (and email address if available);

(iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) names, titles, and telephone and facsimile numbers (and email addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and

(v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, Modification, Revision, and Withdrawal of Offers

(i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.

(ii) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it is in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:

(A) there is acceptable evidence to establish that it was received at the judiciary office designated for receipt of offers prior to the time set for receipt; or

(B) it is the only offer received.

However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the judiciary office includes the time/date stamp of that office on the offer wrapper, other documentary evidence of receipt maintained by the office, or oral testimony or statements of judiciary personnel.

(iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.

(v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the Provision 3-115, "Facsimile Offers." Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

(4) Unless otherwise specified in the solicitation, offers on less than all items solicited will not be considered.

(5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.

(6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised offers only if requested or allowed by the contracting officer.

(8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.

(d) Offer Expiration Date

Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on Disclosure and Use of Data

Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

- (1) mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed — in whole or in part — for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of — or in connection with — the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

(f) Contract Award

- (1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The judiciary may reject any or all offers if such action is in the judiciary's interest.

- (3) The judiciary may waive informalities and minor irregularities in offers received.

- (4) The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a cost or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

- (5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

- (6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the judiciary's best interest to do so.

- (7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.

- (8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

- (10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

- (11) The judiciary may disclose the following information in postaward debriefings to other offerors:
- (i) the overall evaluated cost or price, and technical rating of the successful offeror;
  - (ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;
  - (iii) a summary of the rationale for award; and
  - (iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

### **Clause 3-105, Audit and Records**

*Include the following clause as prescribed in [§ 330.10.30\(p\) \(Provisions and Clauses\)](#).*

#### **Audit and Records (APR 2011)**

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

#### **(b) Examination of Costs**

If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the contractor shall maintain and the contracting officer, or an authorized representative of the contracting officer, will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination will include inspection at all reasonable times of the contractor's plants, or parts of them, engaged in performing the contract.

#### **(c) Detailed Cost Information**

If the contractor has been required to submit detailed cost information in connection with any pricing action relating to this contract, the contracting officer, or an authorized representative of the contracting officer, will have the right to examine and audit all of the contractor's records, including computations and projections, related to:

- (1) the offer for the contract, subcontract, or modification;
- (2) the discussions conducted on the offer(s), including those related to negotiating;
- (3) pricing of the contract, subcontract, or modification; or
- (4) performance of the contract, subcontract or modification.

#### **(d) Comptroller General**

- (1) The Comptroller General of the United States, or an authorized representative, will have access to and the right to examine any of the contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
- (2) This paragraph may not be construed to require the contractor or subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

#### **(e) Reports**

If the contractor is required to furnish cost, funding, or performance reports, the contracting officer or an authorized representative of the contracting officer will have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- (1) the effectiveness of the contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) the data reported.



(f)Availability

The contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any shorter or longer period required by statute or by other clauses of this contract. In addition:

- (1) if this contract is completely or partially terminated, the contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) the contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the judiciary's small purchase threshold, and:

- (1) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these;
- (2) for which detailed cost information is required; or
- (3) that require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the contracting officer under the judiciary prime contract.

### Clause 3-120, Order of Precedence

*Include the following clause as prescribed in [§ 330.10.30\(r\) \(Provisions and Clauses\)](#).*

#### Order of Precedence (JAN 2003)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

1. (1)the schedule (excluding the specifications);
2. (2)representations and other instructions;
3. (3)the solicitation/contract provisions and clauses;
4. (4)other documents, exhibits, and attachments;
5. (5)the specifications.

### Provision 3-130, Authorized Negotiators

*Include the following provision as prescribed in [§ 330.10.30\(s\) \(Provisions and Clauses\)](#).*

#### 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: \_\_\_\_\_

### Clause 3-160, Service Contract Labor Standards

*Include the following clause as prescribed in [§ 332.50\(a\) \(Required Clauses and Provisions\)](#), [§ 332.30\(b\) \(Exemptions\)](#), and [§ 332.40.20\(b\) \(Incorporation of Wage Determinations\)](#).*

## **Service Contract Labor Standards (MAR 2019)**

### **(a) Definitions**

"Contractor", when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "government prime contractor."

"Service Employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, or as computer systems analysts, computer programmers, software engineers, or other similarly skilled computer employees, as these terms are defined in [29 CFR part 541](#), as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

### **(b) Applicability**

This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor ([29 CFR part 4](#)). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by [41 U.S.C. § 6702](#), as interpreted in Subpart C of [29 CFR part 4](#).

### **(c) Compensation**

(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or an authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the contractor prior to the performance of contract work by the unlisted class of employee. The contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the contracting officer no later than 30 days after the unlisted class of employees performs any contract work. The contracting officer will review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the contracting officer's recommendation) and all pertinent information, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division will be transmitted to the contracting officer, who will promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination, or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job

classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract that are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken, but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division will make a final determination of conformed classification, wage rate, and/or fringe benefits which will be retroactive to the date the class of employees commenced contract work.

### (3) Adjustment of Compensation

If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

#### (d) Obligation to Furnish Fringe Benefits

The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with [Subpart D of 29 CFR part 4](#).

#### (e) Minimum Wage

In the absence of a minimum-wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing

in this clause will relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(f) Successor Contracts

If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not the employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement.

No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of [29 CFR 4.1b\(b\)](#) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in [29 CFR 4.10](#) that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in section [29 CFR 4.11](#), that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees

The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to the contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions

The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor that are unsanitary, hazardous or dangerous to the health or safety of service employees. The contractor or subcontractor shall comply with the safety and health standards applied under [29 CFR part 1925](#).

(i) Records

(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) for each employee subject to the Act:

- (A) name, address, and social security number;
- (B) correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
- (C) daily and weekly hours worked by each employee; and
- (D) any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor contractor's employees which had been furnished to the contractor as prescribed by paragraph (n) of this clause.

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the contracting officer, upon direction of the Department of Labor and notification to the contractor, will take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work site during normal working hours.

#### (j) Pay Periods

The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, [29 CFR part 4](#)), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

#### (k) Withholding of Payments and Termination of Contract

The contracting officer will withhold or cause to be withheld from the government prime contractor under this or any other government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay employees subject to the Act all or part of the wages or fringe benefits due under the Act, the contracting officer may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

#### (l) Subcontracts

The contractor agrees to insert this clause in all subcontracts subject to the Act.

#### (m) Collective Bargaining Agreements Applicable to Service Employees

If wages to be paid or fringe benefits to be furnished any service employees employed by the government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such

wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List

Not less than ten days prior to completion of any contract being performed at a federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor ([29 CFR 4.173](#)), the incumbent prime contractor shall furnish the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer will turn over such list to the successor contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations

Rulings and interpretations of the Act are contained in Regulations, [29 CFR part 4](#).

(p) (1) Contractor's Certification

By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract will be subcontracted to any person or firm ineligible for award of a government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. § 1001](#).

(q) Variations, Tolerances, and Exemptions Involving Employment

Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator ([29 CFR parts 520](#) and [525](#)).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two Acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 ([29 CFR parts 520](#) and [525](#)).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in [29 CFR parts 525](#) and [528](#).

(r) Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a state, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

**(s) Tips**

An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations [29 CFR part 31](#). However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision:

- (1) the employer shall inform tipped employees about this tip credit allowance before the credit is used;
- (2) the employees shall be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) the employer shall be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and
- (4) the use of such tip credit shall have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

**(t) Disputes Concerning Labor Standards**

The U.S. Department of Labor has set forth in [29 CFR parts 4, 6, and 8](#) procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting office, the U.S. Department of Labor, or the employees or their representatives.

**Clause 3-180, Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment**

*Include the following clause as prescribed in [§ 332.50\(c\) \(Required Clauses and Provisions\)](#).*

**Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (MAR 2019)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to contractor collective bargaining agreements.

(b) The contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect increases or decreases by the contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:

- (1) an increased or decreased wage determination applied to this contract by operation of law; or



(2)an amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d)Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it will not otherwise include any amount for general and administrative costs, overhead, or profit.

(e)The contractor shall notify the contracting officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the contracting officer in writing. The contractor shall promptly notify the contracting officer of any decrease under this clause, but nothing in the clause will preclude the government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the contracting officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates will be modified in writing. The contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f)The contracting officer or an authorized representative will, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the contractor.

### **Clause 3-205, Protest after Award**

*Include the following clause as prescribed in [§ 330.10.30\(aa\) \(Provisions and Clauses\)](#).*

#### **Protest after Award (JAN 2003)**

(a)Upon receipt of a notice of protest or a determination that a protest is likely, the contracting officer may, by written order to the contractor, direct the contractor to stop performance of the work called for by this contract. The order will be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the contracting officer will either:

- (1)cancel the stop-work order; or
- (2)terminate the work covered by the order as provided in the Default, or the Termination clause of this contract.

(b)If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the contractor shall resume work. The contracting officer will make an equitable adjustment in the delivery schedule or contract price, or both, and the contract will be modified, in writing, accordingly, if:

- (1)the stop-work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and
- (2)the contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the contracting officer decides the facts justify the action, the contracting officer may receive and act upon an offer at any time before final payment under this contract.

(c)If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the judiciary, the contracting officer will allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d)If a stop-work order is not canceled and the work covered by the order is terminated for default, the contracting officer will allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.



(e)The judiciary's rights to terminate this contract at any time are not affected by action taken under this clause.

(f)If, as the result of the contractor's intentional or negligent misstatement, misrepresentation, or mis-certification, a protest related to this contract is sustained, and the judiciary pays costs, the judiciary may require the contractor to reimburse the judiciary the amount of such costs. In addition to any other remedy available, the judiciary may collect this debt by offsetting the amount against any payment due the contractor under any contract between the contractor and the judiciary.

### **Provision 3-210, Protests**

*Include the following provision as prescribed in [§ 330.10.30\(bb\) \(Provisions and Clauses\)](#).*

#### **Protests (JUN 2014)**

(a)The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.

(b)Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:

(1)any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

(2)a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.

(3)the protest shall include the following information:

- (i)name, address, and fax and telephone numbers of the protester or its representative;
- (ii)solicitation or contract number;
- (iii)detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;
- (iv)copies of relevant documents;
- (v)request for a ruling by the judiciary;
- (vi)statement as to the form of relief requested;
- (vii)all information establishing that the protester is an interested party for the purpose of filing a protest; and
- (viii)all information establishing the timeliness of the protest.

(c)Unless stated otherwise elsewhere in this solicitation, protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, shall be served on the contracting officer at the Issuing Office address on the standard form, if any, or as provided elsewhere in this solicitation. Written and dated acknowledgment of receipt must be obtained from the Contracting Officer issuing this solicitation, or authorized designee.

(d)The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

## **Provision 4-1, Type of Contract**

*Include the following provision as prescribed in [§ 410.15.20\(a\) \(Solicitation Requirements\)](#).*

### **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.

## **Clause 4-5, Ordering**

*Include the following clause as prescribed in [§ 410.30.64\(a\) \(Clauses\)](#).*

### **Ordering (APR 2013)**

(a) Any products and services to be furnished under this contract will be ordered by issuance of written delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from the effective date of the contract through the last day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract and will specify the date, time and place for the products to be delivered or the services to be performed. If the contracting officer so requires, the contractor shall provide a written or oral acknowledgment. In the event of a conflict between a delivery order or a task order and this contract, this contract will control.

(c) If mailed, a delivery order or a task order is considered "issued" when the judiciary deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the contract.

## **Clause 6-20, Insurance – Work On or Within a Judiciary Facility**

*Include the following clause as prescribed in [§ 630.20.40\(a\) \(Clauses\)](#).*

### **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.

#### **1. (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.

2. (b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.
3. (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.
4. (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. (1) for such period as the laws of the state in which this contract is to be performed prescribe; or
  2. (2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.
5. (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.

#### **Clause 6-40, Federal, State, and Local Taxes**

*Include the following clause as prescribed in [§ 640.30.70\(a\) \(Clauses\)](#).*

#### **Federal, State, and Local Taxes (JAN 2003)**

(a) Definitions.

"Contract Date" means the effective date of this contract or modification.

"All applicable federal, state, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-Imposed Federal Tax," as used in this clause, means any new or increased federal excise tax or duty, or tax that was exempted on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-Relieved Federal Tax," as used in this clause, means any amount of federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the contractor is not required to pay or bear, or for which the contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Local Taxes," as used in this clause, means any taxes that a local governing organization (i.e. city or county) taxing authority is imposing and collecting on the transactions or property covered by this contract.

(b)The contract price includes all applicable federal, state, and local taxes and duties.

(c)The contract price shall be increased by the amount of any after-imposed federal tax, provided the contractor warrants in writing that no amount for such newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d)The contract price shall be decreased by the amount of any after-relieved federal tax.

(e)The contract price shall be decreased by the amount of any federal excise tax or duty, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the contracting officer.

(f)No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g)The contractor shall promptly notify the contracting officer of all matters relating to any federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the contracting officer directs.

(h)The judiciary shall, without liability, furnish evidence appropriate to establish exemption from any federal, state, or local tax when the contractor requests such evidence and a reasonable basis exists to sustain the exemption.

#### **Clause 7-1, Contract Administration**

*Include the following clause as prescribed in [§ 715.55\(a\) \(Clauses/Provisions\)](#).*

##### **Contract Administration (JAN 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 redelegated. 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.

#### **Clause 7-5, Contracting Officer's Representative**

*Include the following clause as prescribed in [§ 715.55\(b\) \(Clauses/Provisions\)](#).*

##### **Contracting Officer's Representative (APR 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.

### **Clause 7-10, Contractor Representative**

*Include the following clause as prescribed in [§ 715.55\(c\) \(Clauses/Provisions\)](#).*

#### **Contractor Representative (JAN 2003)**

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

1. Name:
2. Address:
3. Telephone:
4. E-mail:
5. 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.

### **Clause 7-15, Observance of Regulations/Standards of Conduct**

*Include the following clause as prescribed in [§ 715.55\(d\) \(Clauses/Provisions\)](#).*

#### **Observance of Regulations/Standards of Conduct (JAN 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, controlled 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.

### **Clause 7-20, Security Requirements**

*Include the following clause as prescribed in [§ 330.10.30\(l\) \(Provisions and Clauses\)](#) and [§ 715.55\(e\) \(Clauses/Provisions\)](#).*

#### **Security Requirements (APR 2013)**

(a) Definitions. As used in this clause:

"Access" means physical entry into, and to the extent authorized, mobility within, a judiciary facility.

"Contractor employee" means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

"Facility" and "judiciary facility" mean buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the judiciary.

"Judiciary IT resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(b) Requirements.

Contractor employees working on this contract must complete such forms as may be necessary for security purposes or other reasons. Completed forms shall be submitted as directed by the Contracting Officer's Representative (COR). Depending upon the level of access required to judiciary facilities or IT resources for performance of the work, contractor employees may be subject to any of the following types of security checks:

1. Fingerprint Check
2. Credit Check
3. National Agency Check with Inquires (NACI)
4. National Agency Check with Inquiries and Credit (NACIC)
5. National Agency Check with Law and Credit (NACLC)
6. Single Scope Background Investigation (SSBI)
7. Single Scope Background Investigation – Periodic Reinvestigation (SSBI-PR)
8. Public Trust Special Background Investigation (PTSBI)
9. Citizenship and Immigration Services (CIS) Check

Contractor employees visiting court sites to provide support covered under this contract may be subjected to additional FBI screening and U.S. Marshal inspection.

(c) Exemption.

Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two (2) years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information: employee's full name, Social Security Number, and place and date of birth.

(d) Facility Access Cards (FAC).

The contractor shall be responsible for all Facility Access Cards or other judiciary identification cards issued to the contractor's employees and shall immediately notify the COR if any Facility Access Card(s) cannot be accounted for. The contractor shall notify the COR immediately whenever any contractor employee no longer has a need for his/her judiciary-issued FAC (e.g., employee terminates employment with the contractor, employee's duties no longer require

access to judiciary facilities). The COR will instruct the contractor as to how to return the FAC. Upon expiration of this contract, the COR will instruct the contractor as to how to return all judiciary-issued FACs not previously returned. The contractor shall not return FACs to any person other than the individual(s) named by the COR.

**(e)Control of access.**

The judiciary shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to judiciary facilities and IT resources. The COR will notify the contractor immediately when the judiciary has determined that an employee is unsuitable or unfit to be permitted access to a judiciary facility following the completion of any of the security checks/investigations listed in (b) above, or as a result of new information obtained at any time during the contractor's performance. The contractor shall immediately notify such employee that he/she no longer has access to any judiciary facility and/or judiciary IT resources, remove the employee from any such facility that he/she may be in, and provide a suitable replacement who must comply with the requirements of this and other applicable clauses. In addition, the contracting officer may require the contractor to prohibit individuals from access to judiciary facilities or IT resources if the judiciary deems their initial or continued access contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(f)The contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may be required to have routine physical access to a judiciary facility or routine access to a judiciary IT resource.

(g)The judiciary reserves the right to refuse to grant facility access for any contractor employee who has been convicted of a felony.

## **Clause 7-25, Indemnification**

*Include the following clause as prescribed in [§ 715.55\(f\) \(Clauses/Provisions\)](#).*

### **Indemnification (AUG 2004)**

(a)The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.

(b)If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefor, require the contractor to replace at its own expense, all property lost or damaged.

**(c)Hold Harmless and Indemnification Agreement**

The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

(d)The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or

other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.

**(e)Judiciary's Right of Recovery**

Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.

**(f)Judiciary Liability**

The judiciary will not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the judiciary and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

**Clause 7-30, Public Use of the Name of the Federal Judiciary**

*Include the following clause as prescribed in [§ 715.55\(g\) \(Clauses/Provisions\)](#).*

**Public Use of the Name of the Federal Judiciary (JUN 2014)**

(a)The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, websites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers when providing past performance information as part of a proposal submission, as opposed to general public marketing.

(b)No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

**Clause 7-35, Disclosure or Use of Information**

*Include the following clause as prescribed in [§ 715.55\(h\) \(Clauses/Provisions\)](#).*

**Disclosure or Use of Information (APR 2013)**

(a)Judiciary information made available to the contractor for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the contracting officer. This clause takes precedence over and is an explicit limitation to the rights enumerated in section (d)(2) of [Clause 6-60, Rights in Data – General](#).

(b)To the extent the information is otherwise publicly available, it is public information and is not restricted by operation of this clause. However, if public information is provided to the contractor for use in performance or administration of this contract in a media, format, or otherwise in a manner in which it is not available the public, such information may not be used for any other purpose by the contractor except with the written permission of the contracting officer. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this contract, the contractor shall consult with the contracting officer regarding use of that information for other purposes.



(c)The contractor agrees to assume responsibility for protecting the confidentiality of judiciary records which are not public information. Such information may include, but is not limited to, all employee data and any written and oral information of a personal nature. Such information is to be safeguarded to ensure that it is not improperly disclosed. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by [18 U.S.C. § 641](#). That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both. The contractor shall obtain written acknowledgment from each officer and employee to whom information is made available, that they are aware of the above penalties associated with unauthorized disclosure. Such acknowledgments are subject to the review of the contracting officer.

(d)Performance of this contract may require the contractor to access and use data and information, proprietary to the judiciary or to a judiciary contractor, which is of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the judiciary and/or others.

(e)Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the judiciary, except as authorized by the contracting officer. The contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein will preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the judiciary between the contractor and the data owner which provides for greater rights to the contractor.

(f)The judiciary and contractor agree that neither expects the performance under this contract to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the contractor shall consult with the contracting officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.

(g)The contracting officer will advise the contractor whenever the judiciary places a service order which will require classified information or materials. The contractor will have the right to decline to provide services, in which event such services shall be outside the scope of this contract.

(h)The contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the document, any information which the presiding judicial official designates as "off the record" and all classified information and material.

(i)The contractor shall classify, safeguard, and otherwise act with respect to all classified information and material in accordance with applicable law and requirements of the contracting officer. The contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the contracting officer, except as access may be necessary for authorized employees of the contractor to perform services under this contract.

(j)Notwithstanding any other provision of this contract, the contractor may deliver transcript containing classified material or information only to the judiciary. The contractor shall never sell or deliver such document to a private person without the express written permission of the contracting officer. Notwithstanding any other provision of this contract, the contractor shall never keep a copy of a document containing classified material or information after the delivery of the original to the contracting officer.

#### **Clause 7-40, Judiciary-Contractor Relationships**

*Include the following clause as prescribed in [§ 715.55\(i\) \(Clauses/Provisions\)](#).*

**Judiciary-Contractor Relationships (JAN 2003)**

(a) The judiciary and the contractor understand and agree that the services to be delivered under this contract by the contractor to the judiciary are non-personal services. The parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the judiciary and the contractor and/or between the judiciary and the contractor's employees. It is therefore, in the best interest of the judiciary to afford the parties a full and complete understanding of their respective obligations.

(b) The contractor and/or the contractor's personnel under this contract shall not:

- (1) be placed in a position where they are appointed or employed by a federal officer, or are under the supervision, direction, or evaluation of a federal officer;
- (2) be placed in a staff or policy making position;
- (3) be placed in a position of command, supervision, administration or control over judiciary personnel or the personnel of other contractors, or become a part of the judiciary organization;
- (4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations.

**(c) Employee Relationship**

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgement and discretion on behalf of the judiciary. The contractor's employees will act and exercise personal judgement and discretion on the behalf of the contractor, as directed by the contractor's supervisory personnel, and in accordance with the contract terms and conditions.

(2) Rules, regulations, directions, and requirements issued by the judiciary under the judiciary's responsibility for good order, administration, security, and safety are applicable to all personnel physically located on-site, inclusive of contractor personnel who are required under the terms and conditions of this contract to be so located. This is not to be construed or interpreted to establish any degree of judiciary control which is inconsistent with a non-personal services contract.

**Provision 7-60, Judiciary-Furnished Property or Services**

*Include the following provision as prescribed in [§ 720.10.40\(a\) \(Clauses\)](#).*

**Judiciary-Furnished Property or Services (JAN 2003)**

No property or services will be furnished by the judiciary unless specifically provided for in the solicitation.

**Clause 7-65, Protection of Judiciary Buildings, Equipment, and Vegetation**

*Include the following clause as prescribed in [§ 720.10.40\(b\) \(Clauses\)](#).*

**Protection of Judiciary Buildings, Equipment, and Vegetation (APR 2013)**

The contractor shall use reasonable care to avoid damaging buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the judiciary facility. If the contractor's failure to use reasonable care causes damage to any of this property, the contractor shall replace or repair the damage at no expense to the judiciary, as the contracting officer directs. If the contractor fails or refuses to make such repair or replacement, the contractor shall be liable for the cost, which may be deducted from the contract price.

**Clause 7-85, Examination of Records**

*Include the following clause as prescribed in [§ 730.20.20 \(Contractor Record Retention\)](#).*

**Examination of Records (JAN 2003)**

(a)The judiciary will have access to and the right to examine any directly pertinent books, documents, papers, or other records of the contractor involving transactions related to this contract, until three years after final payment under this contract, or for any shorter period specified for particular records.

(b)The contractor agrees to include in all subcontracts under this contract a provision to the effect that the judiciary will have until three years after final payment under the contract, or for any shorter specified period for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the subcontractor involving transactions related to the subcontract. The term subcontract as used in this clause excludes:

- (1) purchase orders; and
- (2) subcontracts for public utility services at rates established for uniform applicability to the general public.

**Clause 7-100B, Limitation of Liability (Services)**

*Include the following clause as prescribed in [§ 220.10.70\(f\) \(Clauses for Inclusion in Solicitations or Contracts\)](#).*

**Limitation of Liability (Services) (JAN 2003)**

(a)Except as provided in paragraphs (b) and (c) of this clause, and except to the extent that the contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the contractor shall not be liable for loss of or damage to property of the judiciary that:

- (1) occurs after judiciary acceptance of services performed under this contract; and
- (2) results from any defects or deficiencies in the services performed or materials furnished.

(b)The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the judiciary's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the contractor's managerial personnel. The term "contractor's managerial personnel," as used in this clause, means the contractor's directors, officers, and any of the contractor's managers, superintendents, or equivalent representatives who have supervision or direction of:

- (1) all or substantially all of the contractor's business;
- (2) all or substantially all of the contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) a separate and complete major industrial operation connected with the performance of this contract.

(c)If the contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the judiciary through the contractor's performance of services or furnishing of materials under this contract, the contractor shall be liable to the judiciary, to the extent of such insurance or reserve, for loss of or damage to property of the judiciary occurring after judiciary acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

**Clause 7-110, Bankruptcy**

*Include the following clause as prescribed in [§ 735.60.40 \(Clause\)](#).*

**Bankruptcy (JAN 2003)**

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification

shall be furnished within five calendar days of the initiation of the bankruptcy proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the petition was filed, and a list of judiciary contract numbers and contracting offices for all judiciary contracts pursuant to which final payment has not been made. This obligation remains in effect until final payment under this contract.

### **Clause 7-125, Invoices**

*Include the following clause as prescribed in [§ 740.20.30 \(Clause\)](#).*

#### **Invoices (APR 2011)**

(a) Invoices shall be submitted to the address (physical or e-mail) specified in this contract and in accordance with any schedule for payments set forth elsewhere under this contract.

(b) The office that will make payments due under this contract will be designated in the contract at the time of contract award.

(c) To constitute a proper invoice, the billing document shall include the following information and/or attached documentation:

- (1) name of business concern and such business's Taxpayer Identification Number;
- (2) period(s) covered by invoice and invoice date;
- (3) purchase order or contract number or other authorization for delivery of property or services, e.g., delivery/task order number for orders under indefinite delivery contracts ;
- (4) for each line item — general description of product delivered or services rendered, measured unit, and associated price;
- (5) any applicable payment discount terms;
- (6) total amount billed;
- (7) a subtotal of any and all fees or credits applied to the invoice;
- (8) an amount due (if any) or credit balance;
- (9) name (where practicable), title, phone number, fax number, and complete mailing address of the responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract;
- (10) other substantiating documentation or information as required by the purchase/delivery/task order or contract;
- (11) all follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification shall be directed to the relevant paying authority specified in the contract.

### **Clause 7-130, Interest (Prompt Payment)**

*Include the following clause as prescribed in [§ 740.30.30 \(Payment of Interest\)](#).*

#### **Interest (Prompt Payment) (JAN 2003)**

The provisions of the Prompt Payment Act of 1982 and OMB Budget Circular A-125 concerning interest on overdue payments are not applicable to the judiciary. Therefore, interest is not payable under this contract for overdue payments.

### **Clause 7-135, Payments**

*Include the following clause as prescribed in [§ 740.30.50\(a\) \(Clauses\)](#).*

**Payments (APR 2013)**

The judiciary will pay the contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for products delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment will be made on partial deliveries accepted by the judiciary if:

- (1) the amount due on the deliveries warrants it; or
- (2) the contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

Unless authorized elsewhere in this contract, payments will not be made more often than monthly.

**Clause 7-150, Extras**

*Include the following clause as prescribed in [§ 740.30.50\(d\) \(Clauses\)](#).*

**Extras (JAN 2003)**

Except as otherwise provided in this contract, no payment for extras will be made unless such extras, and the price for such extras, have been authorized in writing by the contracting officer.

**Clause 7-185, Changes**

*Include the following clause as prescribed in [§ 745.40.40\(a\) \(Clauses\)](#).*

**Changes (APR 2013)**

(a) The contracting officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) drawings, designs, or specifications when the products to be furnished are to be specially manufactured for the judiciary in accordance with the drawings, designs, or specifications;
- (2) statement of work or description of services to be performed;
- (3) method of shipment or packing of products;
- (4) place of delivery of products or place of performance;
- (5) delivery or performance schedule, time (i.e. hours of the day, days of the week, etc.) or place of delivery or performance of services;
- (6) judiciary-furnished property or facilities.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the contracting officer will make an equitable adjustment in the contract price, the delivery schedule, or both, and will modify the contract.

(c) The contractor shall assert its right to an adjustment within 30 days from the date of receipt of the written order. However, if the contracting officer decides that the facts justify it, the contracting officer may receive and act upon an offer submitted before final payment of the contract.

(d) If the contractor's offer includes the cost of property made obsolete or excess by the change, the contracting officer will have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment is a dispute under the Disputes clause. However, nothing in this clause will excuse the contractor from proceeding with the contract as changed.

**Clause 7-210, Payment for Emergency Closures**

*Include the following clause as prescribed in [§ 745.45.55\(d\) \(Clauses\)](#).*

#### **Payment for Emergency Closures (APR 2013)**

During an emergency closure of the judiciary, or any individual judiciary office, taken in its sovereign capacity for the public good, the judiciary is not obligated to compensate contractors during the emergency closure, unless: 1) the contract specifically requires the contractor to be on-site at the judiciary facility during an emergency closure; 2) the contract specifically provides for compensation to the contractor even when the government acts in its sovereign capacity; or 3) the contractor obtains approval from the contracting officer or designated contracting officer's representative (COR) to perform work at an off-site location.

#### **Clause 7-215, Notification of Ownership Changes**

*Include the following clause as prescribed in [§ 745.55.40\(i\) \(Novation Agreements\)](#).*

#### **Notification of Ownership Changes (JAN 2003)**

(a) The contractor shall make the following notifications in writing:

- (1) when the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the contracting officer within 30 days;
- (2) the contractor shall also notify the contracting officer within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The contractor shall:

- (1) maintain current, accurate, and complete inventory records of assets and their costs;
- (2) provide the contracting officer or designated representative ready access to the records upon request;
- (3) ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and
- (4) retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.

(c) The contractor shall include the substance of this clause in all subcontracts under this contract.

#### **Clause 7-220, Termination for Convenience of the Judiciary (Fixed-Price)**

*Include the following clause as prescribed in [§ 755.20.60\(a\) \(Clauses\)](#).*

#### **Termination for Convenience of the Judiciary (Fixed-Price) (JAN 2003)**

(a) The judiciary may terminate performance of work under this contract in whole or, from time to time, in part if the contracting officer determines that termination is in the judiciary's interest. The contracting officer will terminate by delivering to the contractor a notice of termination specifying the extent of the termination and the effective date.

(b) After receipt of a notice of termination, and except as directed by the contracting officer, the contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) stop work as specified in the notice;

- (2) place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities except as necessary to complete the continued portion of the contract;
- (3) terminate all orders and subcontracts to the extent they relate to the work terminated;
- (4) assign to the judiciary, as directed by the contracting officer, all right, title, and interest of the contractor under the subcontracts terminated, in which case the judiciary shall have the right to settle or to pay any termination settlement offer arising out of those terminations;
- (5) with written approval or ratification to the extent required by the contracting officer, settle all outstanding liabilities and termination settlement offers arising from the termination of subcontracts; the written approval or ratification will be final for purposes of this clause;
- (6) as directed by the contracting officer, transfer title and deliver to the judiciary:
  - (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
  - (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the judiciary;
- (7) complete performance of the work not terminated;
- (8) take any action that may be necessary, or that the contracting officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the contractor and in which the judiciary has or may acquire an interest;
- (9) use its best efforts to sell, as directed or authorized by the contracting officer, any property of the types referred to in paragraph (b)(6) of this clause, *provided*, however, that the contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved in writing by, the contracting officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the judiciary under this contract, credited to the price or cost of the work, or paid in any other manner directed by the contracting officer.

(c) The contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the contracting officer upon written request of the contractor within this 120-day period.

(d) After expiration of the plant clearance period, the contractor may submit to the contracting officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the contracting officer. The contractor may request the judiciary to remove those items or enter into an agreement for their storage. Within 15 days, the judiciary will accept title to those items and remove them or enter into a storage agreement. The contracting officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and will correct the list, as necessary, before final settlement.

(e) After termination, the contractor shall submit a final termination settlement offer to the contracting officer in the form and with the certification prescribed by the contracting officer. The contractor shall submit the offer promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the contracting officer upon written request of the contractor within this 1-year period. However, if the contracting officer determines that the facts justify it, a termination settlement offer may be received and acted on after the 1 year or any extension. If the contractor fails to submit the offer within the time allowed, the contracting officer may determine, on the basis of information available, the amount, if any, due the contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the contractor and contracting officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total



contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract will be modified, and the contractor paid the agreed amount. Paragraph (g) of this clause will not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the contractor and the contracting officer fail to agree on the whole amount to be paid because of the termination of work, the contracting officer will pay the contractor amounts determined by the contracting officer as follow, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) the contract price for completed products or services accepted by the judiciary (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges;

(2) the total of:

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to products or services paid or to be paid under paragraph (g)(1) of this clause;

(ii) the cost of settling and paying termination settlement offers under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) a sum, as profit on subdivision (g)(2)(i) of this clause, determined by the contracting officer; in effect on the date of the contract, to be fair and reasonable; however, if it appears that the contractor would have sustained a loss on the entire contract had it been completed, the contracting officer will allow no profit under this subdivision (g)(2)(iii) and will reduce the settlement to reflect the indicated rate of loss.

(3) the reasonable costs of settlement of the work terminated, including:

(i) accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement offers and supporting data;

(ii) the termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the judiciary expressly assumed the risk of loss, the contracting officer will exclude from the amounts payable to the contractor under paragraph (g) of this clause, the fair value, as determined by the contracting officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the judiciary or to a buyer.

(i) The cost principles and procedures of [Guide to Judiciary Policy, Vol. 14, Ch. 4](#) in effect on the date of this contract will govern all costs claimed, agreed to, or determined under this clause.

(j) The contractor shall have the right of appeal under the Disputes clause, from any determination made by the contracting officer under paragraph (e), (g), or (l) of this clause, except that if the contractor has failed to submit the termination settlement offer or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request an extension of time, there is no right of appeal.

(k) In arriving at the amount due the contractor under this clause, there will be deducted:

(1) all unliquidated advance or other payments to the contractor under the terminated portion of this contract;

(2) any claim which the judiciary has against the contractor under this contract; and

(3) the agreed price for, or the proceeds of sale of materials, products, or other things acquired by the contractor or sold under the provisions of this clause and not recovered by or credited to the judiciary.



(l) If the termination is partial, the contractor may file an offer with the contracting officer for an equitable adjustment of the price(s) of the continued portion of the contract. The contracting officer will make any equitable adjustment agreed upon. Any offer by the contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the contracting officer.

(m)

(1) The judiciary may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the contractor for the terminated portion of the contract, if the contracting officer believes the total of these payments will not exceed the amount to which the contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the contractor shall repay the excess to the judiciary upon demand, together with interest computed at the rate established by the Secretary of the Treasury under [50 U.S.C. App. 1215\(b\)\(2\)](#). Interest will be computed for the period from the date the excess is repaid. Interest will not be charged on any excess payment due to a reduction in the contractor's termination settlement offer because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the contracting officer because of the circumstances.

(n) Unless otherwise provided in this contract, or by statute, the contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the contractor's costs and expenses under this contract. The contractor shall make these records and documents available to the judiciary, at the contractor's office, at all reasonable times, without any direct charge. If approved in writing by the contracting officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

### **Clause 7-230, Termination for Default (Fixed-Price – Products and Services)**

*Include the following clause as prescribed in [§ 755.25.60\(a\) \(Clauses\)](#).*

#### **Termination for Default (Fixed-Price – Products and Services) (JAN 2003)**

(a) (1) The judiciary may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to:

(i) deliver the products or to perform the services within the time specified in this contract or any extension;

(ii) make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The judiciary's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the contractor does not cure the failure within 10 days (or more if authorized in writing by the contracting officer) after receipt of the notice from the contracting officer specifying the failure.

(b) If the judiciary terminates this contract in whole or in part, it may acquire, under the terms and in the manner the contracting officer considers appropriate, products or services similar to those terminated, and the contractor will be liable to the judiciary for any excess costs for those products or services. However, the contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the government in its sovereign capacity or of the judiciary in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions,

(7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform shall be beyond the control and without the fault or negligence of the contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and subcontractor, and without the fault or negligence of either, the contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products or services were obtainable from other sources in sufficient time for the contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the judiciary may require the contractor to transfer title and deliver to the judiciary, as directed by the contracting officer, any (1) completed products, and (2) partially completed products, and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the contracting officer, the contractor shall also protect and preserve property in its possession in which the judiciary has an interest.

(f) The judiciary will pay the contract price for completed products delivered and accepted. The contractor and contracting officer will agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The judiciary may withhold from these amounts any sum the contracting officer determines to be necessary to protect the judiciary against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the judiciary.

(h) The rights and remedies of the judiciary in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **Clause 7-235, Disputes**

*Include the following clause as prescribed in [§ 750.20.70 \(Clause\)](#).*

### **Disputes (JAN 2003)**

(a) A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a dispute under this clause.

(b) A contract dispute shall be filed within 12 months of its accrual and shall be submitted in writing to the contracting officer. The dispute shall contain a detailed statement of the legal and factual basis of the dispute and shall be accompanied by any documents that support the claim. The claimant shall seek specific relief, as provided in paragraph (a) above. However, the time periods set forth here shall be superceded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a dispute under this clause.

(c) Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the claimant to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the claimant. If the contracting officer is unable to render a determination within 60 days, the claimant shall be notified of the date on which a determination will be made. The determination of the contracting officer shall be considered the final determination of the judiciary.

(d)The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.