

SECTION I - REQUIRED CLAUSES

I.1 Clause 7-30, 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, web sites, 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.

I.2 Subcontracting

Services that the vendor proposes to refer to other service providers shall be considered subcontracting. The vendor (prime contractor) may subcontract the provision of treatment services to other service providers (subcontractors). After award, any proposed subcontractor arrangements or changes to the existing subcontractor arrangements are subject to the Contracting Officer's approval, and shall be submitted in writing to the Contracting Officer at least 30 days in advance of the proposed subcontracting arrangement or change. The Contracting Officer will respond promptly with written approval or disapproval. The prime contractor shall not refer defendants/offenders to any other vendor that has not been approved by the Contracting Officer in writing. The government reserves the right to revoke approval of any subcontractor at any time that does not meet the requirements of this contract/agreement.

The prime contractor is responsible to the judiciary for overall performance of the services required under this contract/agreement. If any services are subcontracted, the prime contractor shall ensure that the subcontractor is complying with the requirements of this contract/agreement, including the qualifications of any personnel providing services; the possession and maintenance of all appropriate state and local licenses in compliance with state and local regulations; and the appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes.

(Revised FY 2016)

The prime contractor shall ensure that subcontractors are not debarred, suspended, or ineligible to perform under federal contracts.

A subcontractor has no contractual rights, known as privity of contract, against the judiciary. However, the subcontractor may have rights against the prime contractor. Upon contract termination, the contractor must, except as otherwise directed by the CO, terminate all subcontracts to the extent that they relate to performance of the work terminated.

I.3. Clause 2-90D, Option to Extend the Term of the Contract - (APR 2013)

- (a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

I.4 Clause 2-90C, Option to Extend Services - (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than 30 calendar days prior to the contract's expiration date.

I.5 Clause B-5 Clauses Incorporated by Reference (SEP 2010)

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

<http://www.uscourts.gov/procurement.aspx>.

(Revised FY 2016)

The clauses listed below are applicable to Agreements and Contracts at any value.

Clause 1-15	Disclosure of Contractor Information to the Public	AUG 2004
Clause 3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
Clause 3-160	Service Contract Act of 1965, As amended	JUN 2012
Clause 3-205	Protest After Award	JAN 2003
Clause 3-210	Protests	JUN 2014
Clause 7-35	Disclosure or Use of Information	APR 2013
Clause 7-70	Judiciary Property Furnished "As Is"	APR 2013
Clause 7-85	Examination of Records	JAN 2003
Clause 7-115	Availability of Funds	JAN 2003
Clause 7-135	Payments	APR 2013
Clause 7-140	Discounts for Prompt Payment	JAN 2003
Clause 7-150	Extras	JAN 2003
Clause 7-175	Assignment of Claims	JAN 2003
Clause 7-185	Changes	APR 2013
Clause 7-215	Notification of Ownership Changes	JAN 2003
Clause 7-223	Termination for the Convenience of the Judiciary (Short Form)	AUG 2004
Clause 7-230	Termination for Default (Fixed Price - Products and Services)	JAN 2003
Clause 7-235	Disputes	JAN 2003

(Revised FY 2016)

IN ADDITION TO THE CLAUSES LISTED ABOVE, IF THIS AGREEMENT IS IN EXCESS OF \$100,000, THE CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CLAUSE, INCORPORATED BY REFERENCE.

Clause 1-10

Gratuities or Gifts

JAN 2010