

### **JP3 Clause 3-3, “Provisions, Clauses, Terms and Conditions - Small Purchases”**

*As prescribed in 3.1.5.f.(4) and 3.4.8.a.(3), and when applicable, the contracting officer must include this clause in small purchase requests for quotation (RFQs) and purchase orders.*

#### **Provisions, Clauses, Terms and Conditions - Small Purchases (OCT 2006)**

(a) The following Judiciary Procurement Program Procedures (JP3) provisions are incorporated by reference into the request for quotations (RFQ):

(1) JP3 Provision 3-90, “Late Submissions, Modifications and Withdrawal of Offers” (JAN 2003)

(2) JP3 Provision, 7-60, “Judiciary Furnished Property or Services” (JAN 2003)

(b) The contractor shall comply with the following Judiciary Procurement Program Procedures (JP3) clauses incorporated by reference:

(1) JP3 Clause 2-60, “Stop Work Order” (JAN 2003)

(2) JP3 Clause 3-205, “Protest After Award” (JAN 2003)

(3) JP3 Clause 7-20, “Security Requirements” (JAN 2003)

(4) JP3 Clause 7-30, “Public Use of the Name of the Federal Judiciary” (JAN 2003)

(5) JP3 Clause 7-35, “Disclosure or Use of Information” (AUG 2004)

(6) JP3 Clause 7-85, “Examination of Records” (JAN 2003)

(7) JP3 Clause 7-130, “Interest (Prompt Payment)” (JAN 2003)

(8) JP3 Clause 7-135, “Payments” (JAN 2003) (Payment means acceptance by the inclusion of this clause.)

(9) JP3 Clause 7-140, “Discounts for Prompt Payment” (JAN 2003)

(10) JP3 Clause 7-150, “Extras” (JAN 2003)

(11) JP3 Clause 7-185, “Changes” (JAN 2003)

(12) JP3 Clause 7-200, “Judiciary Delay of Work” (JAN 2003) (Applies for products and fixed-price services.)

(13) JP3 Clause 7-210, “Payment for Emergency Closures” (AUG 2004)

(14) JP3 Clause 7-235, “Disputes” (JAN 2003)

(c) The contractor shall comply with the following JP3 clauses, incorporated by reference, unless the circumstances do not apply:

(1) JP3 Clause B-20, “Computer Generated Forms” (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)

(2) JP3 Clause 6-60, “Rights in Data - General” (AUG 2004) (Applies if data will be produced, furnished, or acquired under the purchase order.)

(3) JP3 Clause 7-145, “Government Purchase Card” (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)

| (4) JP3 Clause 2-115, “Terms for Commercial Advance Payment of Purchases” (OCT 2006) (Applies if advance payment will be authorized.)

| (5) JP3 Clause 2-115, Alt I (Applies if advance payment is authorized for photocopy equipment maintenance.)

| (6) The following apply to products only:

a) JP3 Clause, 2-25A, “Delivery Terms and Contractor’s Responsibilities” (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)

b) JP3 Clause, 2-45, “Packaging and Marking” (AUG 2004) (Applies to fixed-price products or for a service involving furnishing of products.)

c) JP3 Clause, 3-155, Walsh-Healey Public Contracts Act (JAN 2003)

(Applies to product procurements over \$10,000 for manufacturing or furnishing products)

| (7) The following apply to services only:

a) *JP3* Clause 1-1, "Employment by the Government" (JAN 2003)

b) *JP3* Clause 1-5, "Conflict of Interest" (AUG 2004)

c) *JP3* Clause 3-160, "Service Contract Act of 1965, as amended" (JAN 2003) (Applies if the purchase order amount is over \$2,500 and will require the use of service employees.)

d) *JP3* Clause 3-170, "Statement of Equivalent Rates for Federal Hires" (JAN 2003) (Applies if the purchase order amount is more than \$2,500 and will require the use of service employees. In the RFQ, the CO will state the employee class and the monetary wage-fringe benefits.)

e) *JP3* Clause 7-40, "Judiciary-Contractor Relationship" (JAN 2003) (Applies to services when not involving judiciary information technology funds.)

f) *JP3* Clause 7-65, "Protection of Judiciary Buildings, Equipment and Vegetation" (JAN 2003) (Applies when services are performed at a judiciary installation.)

g) *JP3* Clause 7-205, "Payment for Judiciary Holidays" (JAN 2003) (Applies | to time-and-materials or labor-hour contracts.)

(d) Inspection/Acceptance The contractor shall tender for acceptance only those products | and/or services that conform to the requirements of this contract. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise its post-acceptance rights:

(1) within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.

(f) Termination for the judiciary's convenience The judiciary reserves the right to | terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. | Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of

termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

| (g) Termination for cause The judiciary may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated | this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty The contractor warrants and implies that the items delivered hereunder are | merchantable and fit for use for the particular purpose described in this contract.