

UNITED STATES DISTRICT and BANKRUPTCY COURTS  
333 Constitution Ave., NW  
Washington, D.C. 20001

April 22, 2024

The United States District and Bankruptcy Courts for the District of Columbia are requesting a proposal for the purchase of (17) Q-Sys Core 110Fv2 (or equivalent) and the (17) associated 110 Scripting Licenses (or equivalent).

Award of this proposal will be given to the contractor whose technically acceptable proposal offers the lowest price to the Court. **NOTE: This is an Open Market competition.**

Submit Proposals To:

Michael Bishop, Procurement Specialist  
E. Barrett Prettyman U.S. Courthouse  
333 Constitution Ave., NW Washington,  
D.C. 20001  
E-mail: [michael\\_bishop@dcd.uscourts.gov](mailto:michael_bishop@dcd.uscourts.gov)  
Phone: 202-354-3363

Direct Technical Questions To:

Philip Tran, Contracting Officer's Technical  
Representative (COTR)  
E. Barrett Prettyman U.S. Courthouse  
333 Constitution Ave., NW Washington,  
D.C. 20001  
E-mail: [philip\\_tran@dcd.uscourts.gov](mailto:philip_tran@dcd.uscourts.gov)  
Phone: 202-354-3218

**Final Proposals are due by 12:00 PM EST Friday, May 10th, 2024. There will be no extensions of proposal deadlines.**

Items to be included in your quote:

1. (17) Q-SYS 110Fv2 SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS (or equivalent) including shipping/delivery fees
2. (17) SOFTWARE LICENSE for Q-SYS CORE 110 SCRIPTING ENGINE (or equivalent).

Please see the following pages for applicable provisions, clauses, terms, and conditions. If you have any questions, please contact Philip Tran or Michael Bishop at the respective e-mail address or phone number listed above.

**Provisions, Clauses, Terms and Conditions – Small Purchases (OCT 2023)**

- (1) [Provision 3-70, Determination of Responsibility](#) (JAN 2003)
- (2) [Provision 3-210, Protests](#) (JUN 2014)
- (3) [Provision 7-60, Judiciary-Furnished Property or Services](#) (JAN 2003)
- (b) The contractor shall comply with the following clauses incorporated by reference:
  - (1) [Clause 1-15, Disclosure of Contractor Information to the Public](#) (AUG 2004)
  - (2) [Clause 2-60, Stop-Work Order](#) (JAN 2010)
  - (3) [Clause 3-205, Protest After Award](#) (JAN 2003)
  - (4) [Clause 7-20, Security Requirements](#) (APR 2013)
  - (5) [Clause 7-30, Public Use of the Name of the Federal Judiciary](#) (JUN 2014)
  - (6) [Clause 7-35, Disclosure or Use of Information](#) (APR 2013)
  - (7) [Clause 7-85, Examination of Records](#) (JAN 2003)
  - (8) [Clause 7-125, Invoices](#) (APR 2011)
  - (9) [Clause 7-130, Interest \(Prompt Payment\)](#) (JAN 2003)
  - (10) [Clause 7-135, Payments](#) (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
  - (11) [Clause 7-140, Discounts for Prompt Payment](#) (JAN 2003)
  - (12) [Clause 7-150, Extras](#) (JAN 2003)
  - (13) [Clause 7-185, Changes](#) (APR 2013)
  - (14) [Clause 7-200, Judiciary Delay of Work](#) (JAN 2003) (Applies for products and fixed-price services.)
  - (15) [Clause 7-210, Payment for Emergency Closures](#) (APR 2013)
  - (16) [Clause 7-235, Disputes](#) (JAN 2003)
- (c) The contractor shall comply with the following clauses, incorporated by reference, unless the stated circumstances do not apply:
  - (1) [Clause B-20, Computer Generated Forms](#) (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)
  - (2) [Clause 6-60, Rights in Data – General](#) (JUN 2012) (Applies if data will be produced, furnished, or acquired under the purchase order.)

- (3) [Clause 7-145, Government Purchase Card](#) (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)
- (4) [Clause 2-115, Terms for Commercial Advance Payment of Purchases](#) (APR 2013) (Applies if advance payment will be authorized.)
- (5) [Clause 2-115, Alt I](#) (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance.)
- (6) The following apply to products only:
  - (a) [Clause 2-25A, Delivery Terms and Contractor's Responsibilities](#) (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)
  - (b) [Clause 2-45, Packaging and Marking](#) (AUG 2004) (Applies to fixed-price contracts for products or for a service involving furnishing of products.)
  - (c) [Clause 3-155, Walsh-Healey Public Contracts Act](#) (JUN 2012) (Applies to purchase orders over \$15,000 for the manufacturing or furnishing of products in the United States, Puerto Rico, or the U.S. Virgin Islands.)
- (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 these rights:

  - (1) within a reasonable period of time after the defect or non-conformance 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.