

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

April 23, 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
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
Phone: 202-354-3218

Final Proposals are due by 12:00 PM EST Monday, May 6th, 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.

Provision B-1, Solicitation Provisions Incorporated by Reference

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

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>.

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.

Provision 3-5, Taxpayer Identification and Other Offeror Information

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.