

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		▶	RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY			CODE	8. ADDRESS OFFER TO (If other than item 7)					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

<b>SOLICITATION</b>									
9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Hour) (Date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL: ▶		A. NAME			B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS	
					AREA CODE	NUMBER	EXTENSION		

11. TABLE OF CONTENTS									
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)		
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES					
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES			
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.					
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS			
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS					
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
	F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS			
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD			
	H	SPECIAL CONTRACT REQUIREMENTS							

<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ▶		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AREA CODE	NUMBER						

<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶			ITEM	
24. ADMINISTERED BY (If other than Item 7)					25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE	



# UNITED STATES DISTRICT COURT DISTRICT OF OREGON

## UNIFORM CONTRACT FORMAT SOLICITATION FOR NETWORK CABLING

---

### Part I – Schedule

Section A Solicitation/Contract Form (Note: Referenced cover page precedes this page.)

Section B Products or Services and Prices/Costs

Section C Description/Specifications/Statement of Work

Section D Packaging and Marking

Section E Inspection and Acceptance

Section F Deliveries or Performance

Section G Contract Administration Data

Section H Special Contract Requirements

### Part II – Contract Clauses

Section I Contract Clauses

### Part III – Documents, Exhibits, and Other Attachments

Section J Attachments

### Part IV – Representations and Instructions

Section K Representations and Certifications, and Other Statements of Offerors

Section L Instructions, Conditions, and Notice to Offerors

Section M Evaluation Factors for Award

### **Section B - Products or Services and Prices/Costs**

The United States District Court for the District of Oregon (“Court”) is requesting your participation in the submission of an Open Market quote for installation of network cables as described in Section C.

### **Section C - Description/ Specifications/ Statement of Work**

Court is requesting a quote for the installation of network cabling at the Mark O. Hatfield Federal Courthouse in Portland, Oregon, as described in the following Statement of Work. The information in the Statement of Work is intended to provide a contractor sufficient information to adequately provide pricing for the installation of network cabling.

Notwithstanding Provision 2-70, all contractors who submit an offer must attend a site visit at no cost to the government, prior to submitting an offer. A walk-through of the work locations in the Hatfield Courthouse is scheduled for 10:00AM on Thursday, March 28, 2024 in the first-floor lobby at 1000 SW Third Avenue, Portland, OR 97204.

To register for the walk-through, or to request to reschedule, contact Houston Bolles at [Houston\\_Bolles@ord.uscourts.gov](mailto:Houston_Bolles@ord.uscourts.gov) or 503-326-8181.

All questions and clarifications must be submitted to the court by email by Friday, April 5, 2024 by 1:00PM to [Houston\\_Bolles@ord.uscourts.gov](mailto:Houston_Bolles@ord.uscourts.gov)

Friday, April 12, 2024 at 1:00PM Pacific Time is the deadline to submit a quote for this solicitation.

### **Statement of Work**

**Project:** Mark O. Hatfield Courthouse LAN Cable Update Project

**Objective:** To replace Category 5 network cables with new Category 6A cables.

**Scope:** After following a competitive procurement process, the Court intends to issue a Purchase Order to a qualified contractor who provides the lowest priced technically acceptable offer to complete the work. All work is to be done in a clean, professional manner. Disruption to workspaces, court employees, and court proceedings must be avoided. Work is to be completed between the hours of 8:30AM and 5:00PM Monday to Friday. Any construction debris must be removed promptly. Dust and other airborne materials, if any, are to be contained and removed. A complete cleaning of the construction sites and adjacent spaces is to be done at the conclusion of the project. All cables must be labeled and managed in the same fashion as the Court's existing cable installations, which may be examined during the project walkthrough referenced above.

**Period of performance:** This work is to be completed within 180 days of a contractor's receipt of authorization to begin work. Authorization to begin work will be provided by the Court following contractor's acknowledgment of receipt of the Court's purchase order and confirmation of intent to perform under the terms of the purchase order.

**Place of Performance:** Mark O. Hatfield U.S. Courthouse at 1000 SW Third Avenue, Portland, Oregon 97204.

**Type of Contract:**

This is a firm-fixed-price contract. Payment will be made upon cable installation, testing, certification by contractor, and acceptance by the Court.

**Purchase Order Point of Contact:** Questions about the Request for Proposals (“RFP”) this Statement of Work details and subsequent invoicing may be addressed to Contracting Officer Houston Bolles (503-326-8181, [Houston\\_Bolles@ord.uscourts.gov](mailto:Houston_Bolles@ord.uscourts.gov))

### **Details of Required Cabling**

- For this RFP, a jack is a single RJ-45 port. A plate refers to a physical location on a wall with one or more jacks.
- The number of plates and jacks explicitly listed in this RFP is existing. There are some places where additional jacks are desired. These are noted and considered as additions to the plate/jack count.
- CAT6A patch panels are to be provided by contractor. No patch panels may have more than two rows of jacks. The patch panels must be unloaded Leviton (or equivalent) patch panels to match the existing floors.
- Each patch panel must have 1U of space in between for horizontal cable management as well as a tension support in the rear.
- All cable must be white CAT6A small-diameter plenum.
- All runs must be run inside the walls utilizing existing conduits. No surface mount boxes or exterior cable raceways. (Unless otherwise specified.)
- If any conduit is required or recommended, it must be flexible conduit that can be attached to existing infrastructure with zip ties or Velcro. No cutting through firewalls, concrete, or any other permanent structural material is permitted.
- Some existing conduits may need a Type T conduit body added in-line to run cables into the ceiling space.
- Jacks must be Leviton EXTREME CAT6A (or equivalent) keystone jacks. (The courtroom floor boxes have a semi-custom two-port jack in them. These jacks will be provided to the contractor by the court.)
- Plates must be standard, flush-mount, stainless steel keystone plates that match the color of existing plates.
- Each jack requires a different color based on its location and function.
  - Red – Public spaces.
  - Yellow – Ceiling drops.
  - Gray – Floor boxes.
  - Black – Everything else.
- The contractor must remove and dispose of all cables punched into existing patch panels, including any CAT3 50/100-pair.
- Cable must be tidily bundled together and distributed and attached to the ladder racks. The example of how the end product should look is the IDF on the 14<sup>th</sup> floor.
- A TIA-568.2-D cable certification report is required for all new cable runs. The contractor must use a Fluke DSX or equivalent cable certifier to generate the reports.

- The cable certification report will be listed concisely by floor, in the order that the jacks are in on the patch panel.
- There will be some furniture moves necessary to gain access to the jacks. Court staff may be able to assist with furniture movement. However, the contractor should be prepared to move all furniture and replace it when finished. Furniture moves have been noted when found but are subject to change.
- Work on the second floor, courtroom floors, and third floor rooms (303, 311, and 349) must be scheduled to avoid court business.
- Some jacks will not keep the existing name currently on the patch panel. Court staff will provide the contractor with that jack's new name.
- Each patch panel will be numbered in the room with the label placed on the left side.
- At the user end, plates labels will have their jack name on the top line and the patch panel the jack is connected to on the bottom line.
- All jacks must be punched into the patch panel in a sequential manner based on their location on the floor. In some cases, additional runs have already been added, resulting in the jacks being out of order. These jacks must be moved back into a logical order, grouping them with jacks in similar locations. Many of these additions were already installed using CAT6 cables. New cables runs will not be needed if CAT6 cable is already present, but the cable itself will need to be moved into its logical location.
- A successful fingerprint background check is required for any individual performing work described in this solicitation. Individuals who do not pass the background check will not be permitted to perform work described in this solicitation.
- There are multiple floors, and the Court expects this project to take at least three to four months working continuously. Workers performing the work described in this solicitation are expected to work on a consistent daily schedule with no lapse in work on any business days.

#### Building info

- The building is nearly 30 years old and many of the cables were initially installed using cable lubricant, which may have dried causing the existing cables to stick and be difficult to remove.
- Wiring rooms (IDFs) on floors 8-15 are all stacked straight up on top of room 709 and the old CAT3 can be gravity dropped or pulled straight up.
- The west IDFs are stacked on top of each other, but two of them are on floors the Court doesn't have access to, so it will be necessary to coordinate with the relevant building tenant to gain access to the conduits that pass between floors 5 and 6.
- Not all conduits are home runs to the IDF. There are some conduits inside walls which then connect to other wall ports. These conduit junctions are, for the most part, laid out in the blueprints. There may be multiple conduit connections to get from the IDF to the destination box.
- Except for the second floor, all IDF conduits run through the floor. The second floor IDF conduits are located in the ceiling, approximately 20' above.
- The number of drops is as accurate as the Court can make it, but there may be a few that were undiscovered and will need to be patched in. There are also a few that may have been moved/removed. If this is the case, then the old cable must be removed but no cable replacement is necessary.

- Courtroom floors 11, 12, and 13 are nearly identical so a representative floor (14) was tested and measured for the purpose of establishing measurements for this solicitation.
- Several additional cables need to be installed above the acoustic ceiling tiles. These runs should travel through existing conduit to a wall jack. The cable may then be run through the wall into the ceiling area. These locations may be terminated into a surface mount box above the ceiling tiles.

Unless otherwise noted, all the drops are to terminate on that floor's IDF.

- Floor 2
  - Room 246.1 has 11 plates and 31 jacks totaling 4,610'.
  - The following location should have two additional lines brought up into the area above the acoustic ceiling tiles.
    - 201.2
  - The jury assembly room will need to have two ceiling drops in two locations. The ceiling tiles are attached and will need to be removed in order to install. The Court can be flexible as to where these jacks end up, but the requirement is for two jacks centralized in the jury assembly room and two jacks in the conference room at the rear.
- Floor 3
  - Room 346.1 has 35 plates and 105 jacks totaling 8,142'.
  - Room 349 currently has a single drop going into 346.1. This will be replaced by 8-12 drops going from the patch panel in 346.1 to a second patch panel in 349.
  - This room is shared by another agency. Special care will need to be taken to not disturb the existing wiring that is not being replaced.
- Floors 11, 12, and 13
  - Anywhere a “#” is present, it represents the floor number.
  - Room #09 has 67 plates and 142 jacks totaling 15,395'.
  - Ports #A-F5 and #B-F8 (the location of each courtroom's Evidence Presentation System) do not require new cable. Floor boxes #A-F5 and #B-F8 contain audio and USB extension connections terminated with keystone jacks that do not require replacement, and must not be disturbed.
  - The following locations require two additional lines to be installed in the area above the acoustic ceiling tiles.
    - Galley #208
    - Galley #411
    - Law Clerk #210
    - Law Clerk #404
    - #06.6
    - #28.1
    - #A.1
    - #B.1
    - #04

- Floor 16
  - Room 1604 has 11 plates and 22 jacks totaling 1,516'.
  - The courtroom and east chambers already have new cable, however, the west chambers needs to have the cable replaced through the walker ducts. There are already spots in the patch panel reserved for those jacks, but the run will need to be done at both ends. The court will arrange for the carpet to be removed to provide access to the walker ducts.

#### Section D - Packaging and Marking

For any equipment shipped directly to the Court, Contractor must use standard packaging, which will protect the integrity of all equipment being shipped and prevent any damage to these units. Damaged equipment resulting from poor packaging will be returned at the vendor's expense.

#### Section E - Inspection and Acceptance

The finished cabling will be deemed acceptable when the Contractor delivers a certification report to the Court which demonstrates that the installed cables meet the TIA-568.2-D standard, and the Court has an opportunity to inspect the work. The Court must always have access to the work. The Contractor shall not close any work until the Court has inspected the work and deemed it satisfactory. The Contractor shall notify the Court in writing when the work is ready for inspection. The Court will inspect the work as expeditiously as possible after receipt of notification from the Contractor.

#### Section F - Deliveries or Performance

Any products which must be delivered must be shipped at the vendor's expense to the United States District Court for the District of Oregon at 1000 S.W. Third Avenue, Portland, OR 97204, to the attention of Houston Bolles.

#### Section G - Contract Administration Data

Court technology staff will inspect the installation of the new cabling, and will notify Houston Bolles, Contracting Officer, on the results of the inspection and the initial review of invoices submitted by the Contractor. Invoices are to be sent to 1000 SW Third Avenue, Room 740, Portland, OR 97204, Attention: Clerk's Finance Office.

#### Section H - Special Contract Requirements

##### Service Contract Act Compliance

This work is subject to the Service Contract Act. The McNamara-O'Hara Service Contract Act requires contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement. To satisfy this special contract requirement, the successful contractor must obtain a wage determination from Sam.gov, then provide this

determination to the court's Contracting Officer to demonstrate that wages and other compensation to workers on this job are in compliance with the Service Contract Act.

#### Duty Not to Disclose Confidential Information

The offeror acknowledges that any and all building information (e.g., blueprints, wiring schematics) provided and made available during the course of performance of this agreement will be treated as confidential information. The confidential information may not be copied, reproduced, transmitted, communicated or otherwise made accessible to a third party. The offeror shall not use the confidential information for any other purpose, than that for which it was provided. The offeror shall only disclose confidential information to employees and subcontractors to the extent that they need to have access to the confidential information. The offeror further agrees to assert any privilege allowed by law and to defend vigorously judiciary rights to confidentiality.

## **Part 2**

### **Section I – Contract Clauses**

#### **APPLICABLE JUDICIARY CLAUSES**

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-1, Solicitation Provisions Incorporated by Reference

Clause B-5, Clauses Incorporated by Reference

Clause B-20, Computer Generated Forms

Clause 1-1, Employment by the Government

Clause 1-5, Conflict of Interest

Clause 1-10, Gratuities or Gifts

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

Clause 2-5B, Inspection of Services

Clause 2-10, Responsibility for Products

Provision 2-15, Warranty Information

Clause 2-20A, Incorporation of Warranty

Clause 2-45, Packaging and Marking

Clause 2-60, Stop-Work Order

Provision 2-70, Site Visit

Clause 2-80, Judiciary Property

Clause 3-5, Taxpayer Identification and Other Offeror Information

Clause 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters



Clause 3-25, Protecting the Judiciary's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment  
 Clause 3-30, Certificate of Independent Price Determination  
 Clause 3-35, Covenant Against Contingent Fees  
 Clause 3-40, Restrictions on Subcontractor Sales to the Government  
 Clause 3-45, Anti-Kickback Procedures  
 Clause 3-50, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity  
 Clause 3-55, Price or Fee Adjustment for Illegal or Improper Activity  
 Clause 3-70, Determination of Responsibility  
 Clause 3-85, Explanation to Prospective Offerors  
 Clause 3-95, Preparation of Offers  
 Clause 3-100, Instructions to Offerors  
 Clause 3-105, Audit and Records  
 Clause 3-120, Order of Precedence  
 Clause 3-130, Authorized Negotiators  
 Clause 3-140, Notice to the Judiciary of Labor Disputes  
 Clause 3-150, Contract Work Hours and Safety Standards Act – Overtime Compensation  
 Clause 3-160, Service Contract Labor Standards  
 Clause 3-180, Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment  
 Clause 3-205, Protest After Award  
 Clause 3-210, Protests  
 Clause 3-300, Registration in the System for Award Management (SAM)  
 Clause 3-305, Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration  
 Clause 4-1, Type of Contract  
 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 6-20, Insurance – Work On or Within a Judiciary Facility  
 Clause 6-40, Federal, State, and Local Taxes  
 Clause 7-1, Contract Administration  
 Clause 7-5, Contracting Officer's Representative  
 Clause 7-10, Contractor Representative  
 Clause 7-15, Observance of Regulations/Standards of Conduct  
 Clause 7-20, Security Requirements  
 Clause 7-25, Indemnification  
 Clause 7-30, Public Use of the Name of the Federal Judiciary  
 Clause 7-35, Disclosure or Use of Information  
 Clause 7-60, Judiciary-Furnished Property or Services  
 Clause 7-65, Protection of Judiciary Buildings, Equipment, and Vegetation  
 Clause 7-70, Judiciary Property Furnished "As Is"  
 Clause 7-85, Examination of Records  
 Clause 7-100B, Limitation of Liability (Services)

Clause 7-110, Bankruptcy  
Clause 7-125, Invoices  
Clause 7-130, Interest (Prompt Payment)  
Clause 7-135, Payments  
Clause 7-140, Discounts for Prompt Payment  
Clause 7-150, Extras  
Clause 7-180, Prohibition of Assignment of Claims  
Clause 7-185, Changes  
Clause 7-200, Judiciary Delay of Work  
Clause 7-210, Payment for Emergency Closures  
Clause 7-215, Notification of Ownership Changes  
Clause 7-220, Termination for Convenience of the Judiciary (Fixed-Price)  
Clause 7-230, Termination for Default (Fixed-Price - Products and Services)  
Clause 7-235, Disputes

### **Part 3**

#### **Section J – Attachments**

None

### **Part 4**

#### **Section K - Representations, Certifications, and Other Statements of Offerors**

Offeror must provide representations, certifications, or the submission of other information with quote. **Information about an offeror's previous cabling projects, especially projects similar to this one, is required so that the Court may evaluate an offeror's experience and expertise.**

#### **Section L - Instructions, Conditions, Notices to Offerors**

A firm fixed price award from this RFP will be made based on the lowest priced, technically acceptable offer. **All quotes shall be itemized and include itemized pricing, and shall include one total fixed contract price for all services offered.** Please email your response to [Houston\\_Bolles@ord.uscourts.gov](mailto:Houston_Bolles@ord.uscourts.gov)

No additional time to reply to this solicitation beyond the established date for response will be provided under any circumstances.

#### **Section M - Evaluation Factors for Award**

To be acceptable and eligible for evaluation, quotes shall be prepared in accordance with the instructions given in Sections C, K, and L of this solicitation document. The project will be awarded to the Contractor who provides the lowest priced technically acceptable quote.

By submission of a quote, the offeror accepts all the terms and conditions of the RFQ. A

quote that takes exception to the terms and conditions will be determined technically unacceptable and the offeror will be so advised.

Quotes will be evaluated to be considered Technically Acceptable using Pass/Fail Criteria. To determine if an offeror is Technically Acceptable, each quote shall be evaluated to determine that the offer includes all of the information called for in the RFP, including, but not limited to 1) detailed, itemized pricing information, 2) relevant and recent details of past performance on other similar jobs, and, 3) the offeror's proposal shall clearly demonstrate the offeror understands each subsection in Section C and demonstrate the approach the offeror will utilize to provide the required services.

Past performance information provided in each offer will be reviewed to determine whether referenced past performance projects are relevant and recent. A past performance project will be considered relevant if it required the contractor to provide cable installation services similar in size, scope and complexity to the services required under this solicitation. Past performance will be considered recent if it was performed within the past three years. Information about the quality of an offeror's past performance will be evaluated only for projects which have been determined to be both recent and relevant.

Customer references for recent, relevant past performance projects will be contacted and asked the following questions:

- Are/Were you satisfied with the courtesy and professionalism of the contractor in providing the services?
- Are/Were you satisfied with the quality and timeliness of the contractor in providing the services?
- Are/Were you satisfied with the contractor's overall performance in providing all the services?
- Would you recommend this contractor?

The past performance of an offeror will be determined to be acceptable if responses to the quality questions are all "yes". Any "no" responses may result in the offeror's past performance being determined to be unacceptable. Unacceptable past performance will eliminate an offer from being considered for award.