

SOLICITATION, OFFER, AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING n/a		
2. CONTRACT NUMBER 0979-24-IT01		3. SOLICITATION NUMBER n/a		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 7/5/2024	
				6. REQUISITION/PURCHASE NUMBER TBD			
7. ISSUED BY Devin Thompson, Contracting Officer U.S. Probation - District of Oregon 1000 SW Third Ave Suite 340 Portland, OR 97204				CODE ORX_PO		8. ADDRESS OFFER TO (If other than Item 7) Peggy_Sung@orp.uscourts.gov Devin_thompson@orp.uscourts.gov	

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

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in 1000 SW Third Avenue, suite 340, Portland, OR 97204. until 5:00pm local time 08/20/2024
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 3-100. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Peggy Sung		B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Peggy_Sung@orp.uscourts.gov
			AREA CODE 503	NUMBER 326-8618	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes a minimum offer acceptance period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 30 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 price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDER DAYS(%)	20 CALENDER DAYS(%)	30 CALENDER DAYS(%)	CALENDAR DAYS	
					NUMBER	PERCENTAGE
14. ACKNOWLEDGEMENT 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 TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (if other than Item 7) CODE				25. PAYMENT WILL BE MADE BY U.S. Probation - District of Oregon 1000 SW Third Ave Suite 340 Portland, OR 97204	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				28. DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Part I – Schedule

Section A Solicitation/Contract Form

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

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Part II – Contract Clauses

Section I Contract Clauses

Part III – Documents, Exhibits, and Other Attachments

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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 Probation Office for the District of Oregon (“Court”) is requesting your participation in the submission of an Open Market quote for the 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.

All questions and clarifications must be submitted to the court by email by **Friday, August 9, 2024** to Peggy_Sung@orp.uscourts.gov.

August 20, 2024, 5:00 p.m. Pacific Time is the deadline to submit a quote for this solicitation. A firm fixed price award from this Request for Proposal (“RFP”) will be made based on the lowest priced, technically acceptable offer. **All quotes shall be itemized and include itemized pricing.** Please email your response to Peggy_Sung@orp.uscourts.gov.

Statement of Work

Project: Mart O. Hatfield Courthouse LAN Cable Update Project – ORP

Objective: To replace Category 5 network cables with new Category 6 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 8:30 a.m. and 5:00 p.m. 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 neatly in keeping with existing cable installation.

Period of Performance: This work is to be completed within 120 days of a contractor's receipt of authorization to begin work. Contractor's acknowledgement of receipt of the Court's purchase order and confirmation of intent to perform under the terms of the purchase order will constitute authorization to begin work.

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

Type of Contract:

This is a 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, this Statement of Work details and subsequent invoicing may be addressed to Contracting Officer Devin Thompson (503-326-8619, Devin_Thompson@orp.uscourts.gov).

Scheduling Point of Contact: Network Administrator Michael Homer, (503-326-8530, Michael_Homer@orpt.uscourts.gov) will serve as contractor's point of contact to complete the work.

Details of Required Cabling

- The scope of work may need to be adjusted to fit budgets. The cost must be itemized so that we can scale the project to fit within the allocated funds.

- For this RFQ, 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 are 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 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 (Berk-Tek part # 11082062 or equivalent).
- 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 should 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.
- Jacks must be Leviton EXTREME CAT6A keystone jacks. No dust covers or other covers may be built into the jack.
- Plates must be standard, flush-mount, stainless steel keystone plates that match the colorization of the existing plates.
- Each jack will need a different color based on its location/function.
 - Yellow – wireless access point drops.
 - Gray – floor boxes.
 - Black – everything else.
- All cables punched into existing patch panels must be removed, including any CAT3 50/100-pair, and disposed of.
- Cable must be tidily bundled together and distributed and attached to the ladder racks. The new cables should be bundled just like the existing cables that are being removed. (Velcro is required to secure bundles to racks, no zip ties.)
- 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.
- 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.
- Excessive noise must be avoided. Where increased noise is anticipated, work must be scheduled in advance.
- 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.

- All jacks must be punched into the patch panel in a sequential manner based on their location on the floor. In some cases, there are some additional runs that were added resulting in the jacks being out of order. These must be moved back into a logical order grouping them with jacks in similar locations. Many of these additions were already ran using CAT6 cables. New cable runs will not be needed if CAT6 cable is already present, but the cable itself will need to be moved into its logical location.

Building Information

- The building is nearly 30 years old and many of the cables were installed using cable lubricant, which may have dried, which may make existing cables difficult to remove.
- 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.
- The number of drops documented here is as accurate as possible, but there may be a limited number of undiscovered drops that require replacement. Contractors are encouraged to build a small allowance into their quote to accommodate adding these drops. Also, a limited number of drops may have been moved or removed. If this is the case then the old cable must be removed, but no cable replacement is necessary.

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

- Floor 3
 - Room 346.1 has 54 plates and 107 drops, totaling 13785' of cable for the U.S. Probation Office, District of Oregon.
 - Room 335 has 81 plates and 174 drops, totaling 25168' of cable for the U.S. Probation Office, District of Oregon
 - The jack colors for these drops are as follows: 9 gray jacks for walker plate drops, 5 yellow jacks for Wi-Fi drops, and 267 black jacks for the rest of the drops, with the potential for up to 15 additional black jacks for new drops if spacing in the conduit allows, as specified below.
 - The following plates currently have one jack. If spacing in the conduit allows, Contractor shall install two jacks:
 - 301.17F
 - 340.21E
 - 340.21S
 - 340.42S
 - 340.73N
 - The following plates currently have two jacks. If spacing in the conduit allows, Contractor shall install four jacks:
 - 340.30F

- 340.30W1
- 340.30W2
- 347E
- The following plate will need to be moved from Room 340.44 to the adjoining Room 340.38B (Tech Storage). It currently has two jacks, if spacing in the conduit allows, Contractor shall install four jacks:
 - 340.44N
- The following are walker plates with corresponding patch panel ports in Room 335:
 - 340.30F1B
- The following are walker plates with corresponding patch panel ports in Room 346.1:
 - 301.17F
 - 340.55F
 - 340.71F
 - 340.73F

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 damages 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-B 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 been given an opportunity to inspect the work or waive the opportunity to inspect. 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 shall be delivered F.O.B terms to the United States Probation Office, District of Oregon, at 1000 SW Third Avenue, Ste. 340, Portland, OR 97204, to the attention of Peggy Sung.

Section G – Contract Administration Data

Michael Homer will inspect the installation of the new cabling. He will notify Devin Thompson, Contracting Officer, on the results of his inspection and the initial review of invoices submitted

by the Contractor. Invoices are to be sent to 1000 SW Third Avenue, Ste. 340, Portland, OR 97204, Attention: Devin Thompson.

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 To Not Disclose Confidential Information

The contractor 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, without the written consent of contracting officer, be copied, reproduced, transmitted, communicated or otherwise made accessible to a third party. The contractor shall not use the confidential information for any other purpose, than that for which it was provided. The contractor shall only disclose confidential information to employees and subcontractors to the extent that they need to have access to the confidential information the contractor further agrees to assert any privilege allowed by law and to defend vigorously judiciary rights to confidentiality.

Part 2

Section I

TERMS AND CONDITIONS

The following judiciary terms and conditions are incorporated into this request and will be included in the resulting order.

Contract Clauses and Provisions

Provision 3-5, 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.

(end)

CONTRACT CLAUSES

Applicable to both the solicitation and contract

Clause 7-10, Contractor Representative (JAN 2003)

(a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

Name:

Address:

Telephone:

E-mail:

Fax:

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(end)

Contract Clauses Cont.

APPLICABLE JUDICIARY CLAUSES

This Request for Proposal 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 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (JUNE 2014)

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 – Representation, Certifications, and Other Statements of Offerors

Offeror is encouraged to provide representations, certifications, or the submission of other information with quote, which may contribute in favor or against the decision to award the contract to an offeror. **Information about a contractor's previous cabling projects, especially projects similar to this one, is required so that the Court may evaluate a contractor's experience and expertise.**

Section L – Instructions, Conditions, Notices to Offerors

Security Clearance Requirement: All personnel performing work under this RFP are subject to and must pass background checks. This will include, at a minimum, a criminal history check. It may also include a credit check, a name check of FBI records, and/or tax check of IRS record for the last three years.

August 20, 2024, 5:00 p.m. Pacific Time is the deadline to submit a quote for this RFP. **All quotes shall be itemized and include itemized pricing.** Please email your response to Peggy_Sung@orp.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 Factor 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 RFP. 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 RFP. 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 the following Pass/Fail Criteria. To determine that the offeror has met the following criteria, each quote shall be evaluated to determine that every individual requirement has been met. The offeror shall have the ability to perform and comply with all the mandatory service requirements set forth in the RFP. Offerors who do not meet these requirements will be deemed to be technically unacceptable and will receive no further consideration.