

SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

PAGE OF PAGES

2. CONTRACT NUMBER 0979-23-IT03	3. SOLICITATION NUMBER n/a	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID <input type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL	5. DATE ISSUED 7/26/2023	6. REQUISITION/PURCHASE NUMBER TBD
7. ISSUED BY Leah Bell - U.S. Pretrial - District of Oregon 1000 SW Third Ave, Suite 440, Portland, OR 97204		CODE ORX_PO	8. ADDRESS OFFER TO (If other than item 7) michael_homer@orpt.uscourts.gov leah_bell@orpt.uscourts.gov	

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

9. Sealed offers in original and 0 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 5:00pm local time 9/18/2023
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 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 Michael Homer	B. TELEPHONE (NO COLLECT CALLS)		C. EMAIL ADDRESS Michael_homer@orpt.uscourts.g
		AREA CODE 503	NUMBER 3268530	EXTENSION

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OFFER (Must be fully completed by offeror)**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 Number 52.232-8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	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	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION		

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 OPEN COMPETITION UNDER THE UNITED STATES CODE AT: <input type="checkbox"/> 10 U.S.C. 3204(a) <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

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 12/2022)
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

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
- 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 Pretrial Services for the District of Oregon (“Court”) are 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 prospective contractors are invited to an **optional** walk-through of the work locations in the courthouse scheduled for **Friday, September 8th, at 10:00 a.m.** at the Hatfield Courthouse. Prospective contractors must attend a site visit, at no cost to the government, prior to submitting an offer. To register for the optional walk-through, or to request an alternative time, please contact Peggy Sung at Peggy_Sung@orp.uscourts.gov or 503-326-8618 by **Tuesday, September 5th, 2023, at 5:00 p.m.**

The optional walk-through will start promptly on **Friday, September 8th, 2023, at 10:00 am.** in the first-floor lobby of the United States Mark O. Hatfield Courthouse, 1000 SW Third Avenue, Portland, OR 97204.

All questions and clarifications must be submitted to the court by email by **Wednesday, September 13th, 2023, at 5:00 p.m.** to Peggy_Sung@orp.uscourts.gov.

Monday, September 18th, 2023, at 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 – ORPT

Objective: To replace Category 5 network cables with new Category 6A cables, with an outer diameter of no larger than 0.23”.

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. Contractors must be able to pass an FBI background check. 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 Leah Bell (503-326-8507, Leah_Bell@orpt.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

- This scope of work includes floor 4 of the Hatfield Courthouse.
- 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 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 will be unloaded Leviton keystone style panels, "*Leviton Quickport Jack Panels*".
- 2U 48-port patch panels shall be furnished by the contractor, and 1U 24-port to round off if needed. Each patch panel must have 1U of space in between for horizontal cable management as well as a tension support in the rear. Contractor is approved to use the provided patch panel tension support bars that come with the kit.
- All cables must be Plenum CAT 6A small diameter (preferably white). The cable shall not be wider than 0.23" in diameter. (i.e. Berk-Tek part #11141651.)
- All runs must be installed inside the walls utilizing existing conduits. No surface mount boxes or exterior cable raceways may be used, unless otherwise specified.
- If any new conduit is required or recommended, it must be flexible conduit that can be attached to existing infrastructure with zip ties or Velcro. Cutting through firewalls, concrete, or any other permanent structural material is not permitted.
- Jacks must be Leviton CAT 6A keystone jacks (Part #6110G-RX6, where "X" is the color code.)
- All wall plates need to be metallic to match the existing outlets. Having a gray Decora-style keystone insert coupled with a metallic Decora-style plate is acceptable.
- Plates must standard, flush mount keystone plates.
- Some locations will need different color jacks with corresponding-colored labels on the patch panel based on the zone they are in:
 - Yellow: Ceiling/WAP
 - Gray: Floor

- Red: Public spaces
- Black: Walls and everything else
- All cables punched into existing patch panels must be removed and disposed of, including any CAT3 50/100-pairs.
- Cables must be neatly bundled together and distributed and attached to existing ladder racks.
- A cable certification report is required for all new cable runs.
- Moving furniture will often be necessary to access jack locations in offices. Court staff may be able to assist with furniture movement. However, the contractor must be prepared to move furniture and replace it when finished.
- 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, additional runs have been added over time, resulting in jacks being out of order. These runs must be moved back into a logical order, grouping them with jacks in similar locations. Many of these additions already employ CAT6 cables. New cable runs are not required if CAT6 cable is already present, but the cables themselves will need to be moved and reterminated into their logical locations.

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 wiring rooms (IDFs). Some conduits inside walls connect to other wall ports. These conduit junctions are, for the most part, laid out in the blueprints.
- 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 4
 - Room 435 has 59 plates and 129 drops, totaling 18581' of cable for the U.S. Pretrial Services, District of Oregon.
 - The following plates currently have one jack. If spacing in the conduit allows, Contractor shall install 2 jacks:

- 440.31S1
- 440.33S1
- 440.33S

Walker plates only need to be patched in-line with new jacks. The following are walker plates with a corresponding patch panel port in Room 435:

- 440.16F
- 440CLKF1
- 440CLKF2
- 440CLKF3
- 440CLKF4

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-568.2-D standard, and the Court has an opportunity to inspect the work. Any existing cables that are simply re-terminated only need to comply with TIA-568-B. 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 Pretrial Services, District of Oregon, at 1000 SW Third Avenue, Ste. 440, Portland, OR 97204, to the attention of Michael Homer.

Section G – Contract Administration Data

Michael Homer will inspect the installation of the new cabling. He will notify Leah Bell, Contracting Officer, on the results of his inspection and the initial review of invoices submitted by the Contractor. Invoices are to be sent to U.S. Pretrial Services, 1000 SW Third Avenue, Ste. 440, Portland, OR 97204, Attention: Leah Bell.

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

Monday, September 18th, 2023, at 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.