

<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".

**SOLICITATION**

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
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

**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 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				

**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: <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)	
24. ADMINISTERED BY (If other than Item 7)			25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)			CODE	
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.



# UNITED STATES DISTRICT COURT DISTRICT OF OREGON

## UNIFORM CONTRACT FORMAT SOLICITATION FOR INSTALATION OF FIBER OPTIC AND COPPER NETWORK CABLES

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### 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 fiber optic and copper network cables as described in Section C.

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

Court is requesting a quote for the installation of fiber optic and copper network cables at the Mark O. Hatfield Federal Courthouse in Portland, Oregon, and the Wayne L. Morse Courthouse in Eugene, 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 fiber optic and copper network cables.

All prospective contractors are invited to two walk-throughs of the spaces scheduled for Monday, July 11, 2022 at 10:00AM at the Hatfield Courthouse, and for Tuesday, July 12, 2022

at 2:00PM at the Morse Courthouse. Participation in the walk-throughs is recommended, though not mandatory for eligibility to submit a proposal. To register for a walk-through, contact Houston Bolles at [Houston\\_Bolles@ord.uscourts.gov](mailto:Houston_Bolles@ord.uscourts.gov) or 503-326-8181.

The Portland walk-through will start promptly at 10:00AM, July 11, 2022 in the first-floor lobby of the United States District Court, 1000 SW Third Avenue, Portland, OR 97204. Courts POC for the walk-through: Levi Ruiz, 503-326-8073.

The Eugene walk-through will start promptly at 2:00PM, July 12, 2022 in the second-floor lobby of the United States District Court, 405 E 8th Ave, Eugene, OR 97401. Courts POC for the walk-through: Dan Osborne, 541-431-4110.

All questions and clarifications need to be submitted to the court by email by Friday, July 15, 2021 by 1:00PM to [Houston\\_Bolles@ord.uscourts.gov](mailto:Houston_Bolles@ord.uscourts.gov)

Friday, July 22, 2022 at 1:00PM is the deadline to submit a quote for this solicitation. 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. Please email your response to [Houston\\_Bolles@ord.uscourts.gov](mailto:Houston_Bolles@ord.uscourts.gov)

### **Statement of Work**

**Project:** Mark O. Hatfield Courthouse and Wayne L. Morse Courthouse Fiber Optic and LAN Cable Update Project

**Objective:** To replace obsolete fiber optic cables with new ones, and to add new fiber optic and copper network 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 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.

**Place of Performance:** Mark O. Hatfield U.S. Courthouse at 1000 SW Third Avenue, Portland, Oregon, and Wayne L. Morse U.S. Courthouse at 405 E 8th Ave, Eugene, OR 97401.

**Type of Contract:**

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

**Purchase Order Point of Contact:** Questions about the Request for Quotation 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))

**Scheduling Point of Contact:** The chosen contractor shall work with court Systems Administrator Levi\_Ruiz, (503-326-8073 [Levi\\_Ruiz@ord.uscourts.gov](mailto:Levi_Ruiz@ord.uscourts.gov)) to complete the work.

#### Details of Required Cabling

- All fiber optic patch panels and fiber optic modules will be provided by Court (CORNING CCH-01U).
- CAT6A 2U 48-port patch panels to be provided by contractor.
- CAT6A cable shall be installed prior to the removal of the old OM1 cable.
- A cable certification report is required for all new cable runs.

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#### Portland

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- Wiring rooms (IDFs) on floors 8-15 are all stacked straight up on top of room 709.
- Rooms 735, 7A33, and 335 are all stacked on top of each other.
- Rooms 246 and 346 are stacked on top of each other.
- All lines to land in 701.32 unless otherwise noted.
- Remove old OM1 and ST patch panel in 701.32.
- Room 246.1 (approx. 300')
  - 12-strand, armored OM3 (6-ports total)
  - 6 CAT6A runs
- Room 435 (approx. 280')
  - 12-strand, armored OM3 (6-ports total)
  - 6 CAT6A runs
- Room 346.1 (approx. 260')
  - 12-strand, armored OM3 (6-ports total)
  - 6 CAT6A runs
- Room 709 (approx. 190')
  - 2x 12-strand, armored OM3 (12-ports total)
  - 12 CAT6A runs
- Room 735 (approx. 300')
  - 2z 12-strand, armored OM3 (12-ports total)
  - 12 CAT6A runs

- Room 7A33 (approx. 320')
  - 12-strand, armored OM3 (6-ports total)
  - 6 CAT6A runs
- Room 809 (approx. 210')
  - 12-strand, armored OM3 (6-ports total)
- Room 909 (approx. 230')
  - 12-strand, armored OM3 (6-ports total)
- Room 1009 (approx. 250')
  - 12-strand, armored OM3 (6-ports total)
- Room 1109 (approx. 270')
  - 12-strand, armored OM3 (6-ports total)
- Room 1209 (approx. 290')
  - 12-strand, armored OM3 (6-ports total)
- Room 1309 (approx. 310')
  - 12-strand, armored OM3 (6-ports total)
- Room 1409 (approx. 330')
  - 12-strand, armored OM3 (6-ports total)
- Room 1509 (approx. 350')
  - 12-strand, armored OM3 (6-ports total)
- Room 1609 (approx. 400')
  - 12-strand, armored OM3 (6-ports total)

Cross connects from IDF to AV closet (all runs are approx. 40' except where noted)

- Room 909 -> 910
  - 6-strands standard OM3, 3-ports total
  - 6 CAT6A runs
- Room 1009 -> 1010
  - 6-strands standard OM3, 3-ports total
  - 6 CAT6A runs
- Room 1109 -> 1110
  - 6-strands standard OM3, 3-ports total
  - 6 CAT6A runs
- Room 1209 -> 1210
  - 6-strands standard OM3, 3-ports total
  - 6 CAT6A runs
- Room 1309 -> 1310
  - 6-strands standard OM3, 3-ports total
  - 6 CAT6A runs
- Room 1409 -> 1410
  - 6-strands standard OM3, 3-ports total
  - 6 CAT6A runs

- Room 1509 -> 1510
  - 6-strands standard OM3, 3-ports total
  - 6 CAT6A runs
- Room 1609 -> 1607 (approx. 100')
  - 6-strands standard OM3, 3-ports total
  - 6 CAT6A runs

Drops to terminate in room 709

- Room 809
  - 6 CAT6A runs
- Room 909
  - 6 CAT6A runs
- Room 1009
  - 6 CAT6A runs
- Room 1109
  - 6 CAT6A runs
- Room 1309
  - 6 CAT6A runs
- Room 1409
  - 6 CAT6A runs
- Room 1509
  - 6 CAT6A runs
- Room 1609
  - 6 CAT6A runs

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Eugene

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All lines running from room 2105

- Room 2613 (375 ft.)
  - 24-strand, armored OM3 (12-ports total)
  - 12 CAT6A runs
- Room 1014 (188 ft.)
  - 6 CAT6A runs
- Room 3020 (250 ft.)
  - 6 CAT6A runs
- Room 3113 (67 ft.)
  - 6 CAT6A runs
- Room 5312 (97 ft.)
  - 6 CAT6A runs

- Room 5606 (280 ft.)
  - 6 CAT6A runs

#### 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 cabling 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 fiber optic cables meet the IEC 61280-4-1 standards and that the installed copper cables meet the TIA-568-B standard, and the Court has an opportunity to inspect the work. The Court must have access to the work at all times. The Contractor shall not close up 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 District Court for the District of Oregon at 1000 S.W. Third Avenue, Portland, OR 97204, to attention of Houston Bolles.

#### Section G - Contract Administration Data

Levi Ruiz and Dan Osborne will inspect the installation of the new cabling. They will contact Houston Bolles, Contracting Officer, on the results of their 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

- This work is subject to the Service Contract Act.

## **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 7-185, 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 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.

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

Friday, July 22, 2022 at 1:00PM is the deadline to submit a quote for this solicitation. All quotes shall be itemized and include itemized pricing. 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 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 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 Solicitation. Offerors who do not meet these requirements will be deemed to be technically unacceptable and will receive no further consideration.