

# UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

MARC THERIAULT CIRCUIT EXECUTIVE TELEPHONE: 513-564-7200 FAX: 513-564-7210

OFFICE OF THE CIRCUIT EXECUTIVE 503 POTTER STEWART UNITED STATES COURTHOUSE 100 EAST FIFTH STREET CINCINNATI, OHIO 45202-3988 KELLY MOCAHBEE CHIEF FINANCIAL OFFICER TELEPHONE: 513-564-7073

# **Request for Proposal**

September 15<sup>th</sup>, 2025

RFP Number: RFP 2025-CE05

Proposals **Due** Date: September 29, 2025, 5:00 PM EDT

Deliver to: Kelly Mocahbee, Chief Financial Officer

Contracting Officer

United States Court of Appeals for the Sixth Circuit

100 East Main Street Cincinnati, OH 45202 Phone: 513-564-7073

Email: Kelly Mocahbee@ca6.uscourts.gov

#### **Description:**

The United States Court of Appeals for the Sixth Circuit requests proposal for hotel accommodations and meeting space in conjunction with the Judicial Conference of the Sixth Circuit Court of Appeals

The minimum requirements for the conference facility are as follows:

- location within the Sixth Circuit (MI, OH, KY, TN) preferred
- largest event space a minimum of 16,000 square feet
- second largest event space a minimum of 5,000 square feet
- proposed meeting space excludes exhibit halls, arenas and theaters
- sleeping rooms and meeting space located within the same or contiguous facilities
- greater than 500 sleeping rooms; if fewer than 700 sleeping rooms, is there overflow and/or convention center housing capacity within close proximity
- three-star hotel rating or better

# If you believe your facility meets all the above minimum requirements, please contact the contracting officer below for a copy of the request for proposal.

The award is expected to be made to the venue receiving the highest evaluation in accordance with the minimum requirements and other factors identified in the solicitation.

#### **Availability of Funds:**

The Anti-Deficiency Act, 31 U.S. Code § 1341, prohibits officers of the government from making or authorizing obligations or expenditures in excess of or in advance of available appropriations.

Funds are not presently available for this contract. Group's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Group for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

The U.S. Court of Appeals for the Sixth Circuit is requesting proposals for hotel rooms, meeting rooms, light refreshments, meals, and all support equipment as services as described herein.

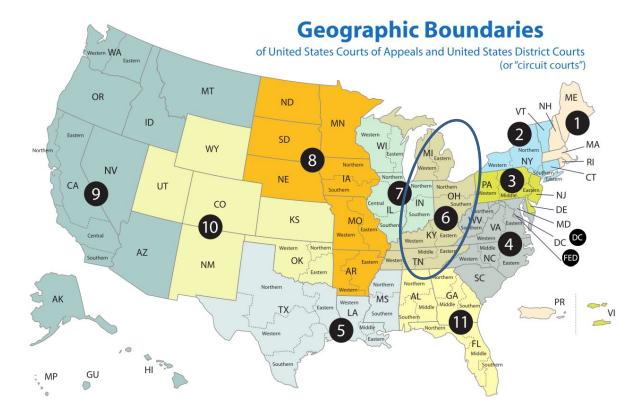
BACKGROUND

#### <u>Purpose</u>

The Judicial Conference of the Sixth Circuit ("Conference") is a regular gathering that allows us to share ideas, build consensus, and advance collegiality, all in service to the statutory purpose of "considering the business of the courts and advising means of improving the administration of justice" (28 U.S.C.§333) within the circuit.

#### Location

The Conference will be held at a venue within Sixth Circuit or in a contiguous state. The 2025 conference was held at The Peabody Hotel in Memphis, TN.



#### Participant Profile

Delegates are federal judges, attorney members, and academics, primarily from within the Sixth Circuit (MI, OH, KY, and TN). Approximately 30% of delegates are Federal government employees who will be subject to Federal travel regulations. Seventy-five percent of attendees are over 50 years of age, making accessibility and proximity of meeting spaces to sleeping rooms an increasingly important consideration for many of our attendees.

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#### Dates and Pattern

Exact dates have not yet been determined, but the Conference is planned for September of 2027. The conference traditionally meets over three days, with judge arrivals on Tuesday, executive session meetings and delegate arrivals on Wednesday, a full day conference on Thursday, and all departures after the morning general session on Friday. The group strongly prefers the existing date pattern.

#### Estimated Arrival and Departure Pattern

Sunday: 15 Executive Staff and Lead US Marshals Detail Arrive Monday: 30 Support Staff, US Marshals Detail Arrive Tuesday: 200 Judges, Speakers, US Marshals Detail Arrive

Wednesday: 525\* Lawyer Conferees Arrive

Friday: 720 Judges, Conferees, Support Staff, US Marshals Detail Depart

#### Accommodations

The Conference typically employs Run of House room type to minimize attendee costs. Some guests may request multi-bedroom or family suites, but they are not routinely included in the block. Stay extensions have been pattern-dependent for early arrivals or late departures into adjoining weekend dates. We do not know what impact, if any, specific destinations may have on pickup or extensions.

#### PERFORMANCE HISTORY

# The following information is provided for reference but does not constitute a guarantee of future performance.

#### **Attendance**

The Conference enjoys consistent delegate attendance, seventy percent of whom attend with accompanying guest(s). In 2023, total attendance by delegates and their guests was 602. Factors such as conference location, proximity to court duty stations, eligibility for reimbursement of expenses, and public health concerns are expected to have an impact on overall attendance.

#### Accommodation Pick Up

Data does not include overflow hotel pickup.

2025 Block: 350 Peak: Audited: 2023 Block: 350 Peak: 408 Audited: 408

#### **Group Food and Beverage**

Combined group, non-discretionary delegate, and sponsored food and beverage spend in 2023 was \$292,554.55.

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| RESPONSE COVE   | R SHEET   |
|---|---|
| Please include this   | s completed and signed submission form with your response.  |
| RFP Number:   | 2027JCSC  |
| Title:  | 2027 Judicial Conference of the Sixth Circuit   |
| Venue Name and  | Address:  |
| The respondent  | Authorized Negotiators trepresents that the following person(s) are authorized to negotiate on its behalf ary in connection with this solicitation. |
| Name: Title: Address: Email: Phone Number Office: Fax: Other: | rs:   |
| <b>SUBMITTED</b><br>Please provide                            | BY: full contact information for the responding representative.   |
| Name: Title: Address: Email: Phone Number Office: Fax: Other: | rs:   |
| SIGNATURE:  |   |

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Date

#### RESPONSE REQUIREMENTS

Response should include the following:

#### 1. Property

Please provide a brief description of your property with its benefits, amenities, location, and any other selling points.

Please provide the following information about your property:

- a. Identify owner and management company, if different.
- b. Describe any major renovations planned prior to or during the program dates.
- c. Grounds map, if applicable
- d. Security/safety plan

#### 2. Availability

Group strongly prefers a Tues-Fri pattern.

- a. Please provide availability over the following 2027 dates based on the meeting and accommodation requirements outlined on page 3.
  - September 14-17, 2027
- b. What competing groups, if any, are contracted over each set of proposed dates?
- c. Do you have availability on an alternate pattern for which you have availability?

### 3. Meeting Space

Please provide the proposed specific space allocations based on the conference schedule provided in Exhibit A, and include the following information:

- a. Itemize applicable rental, set up, supervision, or other associated fees
- b. Describe any policies regarding use of meeting space
- c. Do you offer a daily meeting package? If so, what is the cost per person, and what is included
- d. Detailed floor plan of all meeting spaces
- e. Meeting room capacity chart

#### 4. Accommodations

Approximately 30% of attendees are Federal government employees who will require locality government rate. Please provide the following information regarding the proposed room block and rates (net non-commissionable):

- a. Any limitations and/or conditions on Government Room rate
- b. Total proposed room block, by day
- c. Amenities and services which are included, and which are fee-based (include cost breakdown)
- d. Additional information that would be helpful in making our decision

(Accommodations - continued from page 6)

Please provide the following information regarding your property:

- a. Room category classifications
  - total number and type(s) of guestrooms

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- total number and type(s) of ADA guestrooms
- b. Are smoking rooms available? If so, how many? If not, are there designated smoking areas inside or outside the hotel?
- c. What reservation methods are available for groups?
- d. Please detail your individual room deposit policy
- e. Please detail your individual room cancellation policy
- f. Please detail your name substitution policy, for example:
  - is substitution of names on existing reservations permitted
  - are the rooms still considered to be in the room block?
  - is a substitution considered a cancellation and new reservation?

#### 5. Taxes, Service Fees, Assessments, and Miscellaneous Charges

Please provide the following information as may apply to venue and vendor services:

- a. Itemized list of taxes
- b. Itemized list of lodging fees, including:
  - how and when each fee applies
  - when and how these fees are disclosed to group and guests
- c. Service Fees percentage, and to what does this apply
- d. Other Fees
  - please provide a detailed schedule of all other projected fees, assessments, and other miscellaneous charges potentially associated with this program, and how and when each fee applies

#### 6. Concessions

Please identify any CVB incentive programs offered for groups of this size or over the preferred dates.

Please itemize the concessions offered.

- a. If concessions are subject to performance, please provide the conditions and assumptions made
- b. Under which conditions would any concession be subject to withdrawal?
- c. In what order would any concession be subject to withdrawal?
- d. Complimentary rooms

#### 7. Staffing and service:

Please provide the following information regarding service staff:

- a. Does your facility require exclusive vendor contractors? If so, please describe.
- b. Are staff subject to any union labor agreements? If so, please describe.
- c. When do current agreements expire?

#### 8. Meals and Catering

Please provide a copy of your most current catering menu, policies, and service staff rates with your response.

- a. Average meal prices per person
- b. Please provide a list of restaurants on property, their hours of operation, seating capacity, and a copy of the current menu

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c. Please provide a list of restaurants within close proximity to your property

## 9. Travel and Transportation

Please provide the following information regarding travel to/from your property:

- a. What is the estimated cost of transportation from the airport to your property?
  - Does your property offer complimentary airport shuttle?
- b. If applicable, is onsite ground transportation provided by your property or an outside vendor?
- c. If onsite parking is available, what is the capacity of valet and self-parking, what is the cost of each, and is parking operated by the hotel or outsourced
- 10. References from at least two recent clients with similar programs
- 11. Proposed contract in Microsoft Word format with track change capability

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#### **BASIS FOR EVALUATION**

Following evaluation of offers, discussions may be held with offerors within the competitive range. The award is expected to be made to the venue receiving the highest evaluation in accordance with the minimum requirements and other factors identified in the solicitation. Any uncertainties or deficiencies remaining in the offer selected will be clarified or corrected through discussions with the offeror, leading to a definitive contract.

- 1. Location within or contiguous to the Sixth Circuit
- 2. Date availability and pattern
- 3. Venue
  - Configuration of meeting and event space for preliminary meeting requirements
  - Proposed meeting space excludes exhibit halls, theaters and arenas
  - Housing capacity greater than 500 rooms if fewer than 700 sleeping rooms, overflow housing capacity within close proximity
  - Sleeping rooms and meeting space located within the same or contiguous facilities
  - Minimum three-star hotel rating or equivalent
  - Security considerations
- 4. Cost Analysis and Determination of Price Reasonableness
  - Estimated total cost to the government
  - Room rates
  - Audio visual
  - Production
  - Food & beverage
  - Other ancillary fees
- 5. Site Inspection
- 6. References

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#### REQUIRED PROVISIONS, TERMS, CONDITIONS AND CLAUSES

Required terms and conditions include the following:

#### Availability of Funds

The Anti-Deficiency Act, 31 U.S. Code § 1341, prohibits officers of the government from making or authorizing obligations or expenditures in excess of or in advance of available appropriations. Funds are not presently available for this contract. Group's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Group for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. No cancellation fees, attrition or liquidated damages will be assessed to Group if the meeting is cancelled or reduced in size prior to authorization of the applicable fiscal year appropriation.

#### Cancellation

Federal regulations prohibit payments under a contract to provide a service or deliver an article for the United States Government of more than the value of the service already provided or the article already delivered.

No cancellation fees, attrition or liquidated damages will be assessed to Group if the meeting is cancelled or reduced in size due to an Executive, Judicial or Legislative Order of the United States Government. Rooms in the government rate block are exempt from cancellation fees in all circumstances. No additional fees may be assessed against any cancellation fees, attrition or liquidated damages, except as required by law.

### **Dispute Resolution**

Federal regulations prohibit Group from accepting terms that require arbitration or the payment of attorney's fees. Federal jurisdiction applies.

Hotel and Group agree to use their best efforts to resolve any disputes under the Agreement through informal means. In the unlikely event that formal action must be taken, this agreement will be interpreted in accordance with Federal law. Any legal action in connection with this Contract shall be brought and maintained only in Federal court. The parties hereby agree that the parties are responsible for their own legal and attorney's fees, and neither party shall be liable for any punitive damages.

#### <u>Indemnification and Hold Harmless</u>

Federal regulations prohibit Group from indemnifying vendor or contractor.

Notwithstanding any other term or provision of this agreement, the liability of the judiciary with respect to any claim for personal injury, death, property loss or damage pursuant to this agreement, is limited by and subject to the procedures and terms of the Federal Tort Claims Act, the Anti-deficiency Act and all other applicable federal laws and regulations. Any damages that may occur from an individual participant are the responsibility of the individual participant.

The contractor shall comply with the following clauses incorporated by reference:

- 1. Clause 1-15, Disclosure of contractor Information to the Public (AUG 2004)
- 2. Clause 2-60, Stop-Work Order (JAN 2010)
- 3. Clause 3-205, Protest After Award (JAN 2003)
- 4. Clause 7-20, Security Requirements (APR 2013)

- 5. Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)
- 6. Clause 7-35, Disclosure or Use of Information (APR 2013)
- 7. Clause 7-85, Examination of Records (JAN 2003)
- 8. <u>Clause 7-125, Invoices</u> (APR 2011)
- 9. Clause 7-130, Interest (Prompt Payment) (JAN 2003)
- 10. <u>Clause 7-135, Payments</u> (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
- 11. Clause 7-140, Discounts for Prompt Payment (JAN 2003)
- 12. Clause 7-150, Extras (JAN 2003)
- 13. Clause 7-185, Changes (APR 2013)
- 14. <u>Clause 7-200</u>, <u>Judiciary Delay of Work</u> (JAN 2003) (Applies for products and fixed-price services.)
- 15. Clause 7-210, Payment for Emergency Closures (APR 2013)
- 16. Clause 7-235, Disputes (JAN 2003)

The contractor shall comply with the following clauses, incorporated by reference, unless the stated circumstances do not apply:

- 1. Clause B-20, Computer Generated Forms (JAN 2003)
- 2. Clause 6-60, Rights in Data General (JUN 2012)
- 3. Clause 7-145, Government Purchase Card (JAN 2003)
- 4. Clause 2-115, Terms for Commercial Advance Payment of Purchases (APR 2013)
- 5. Clause 7-40, Judiciary-Contractor Relationship (JAN 2003)
- 6. Provision 3-5, Taxpayer Identification and Other Offeror Information
- 1. <u>Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters</u>
- 2. <u>Clause 3-25, Protecting the Judiciary's Interests when Subcontracting with Contractors</u> Debarred, Suspended, or Proposed for Debarment
- 3. Clause 3-35. Covenant Against Contingent Fees
- 4. Clause 3-40, Restrictions on Subcontractor Sales to the Government
- 5. Clause 3-45, Anti-Kickback Procedures
- 6. <u>Clause 3-50, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</u>
- 7. Clause 3-55, Price or Fee Adjustment for Illegal or Improper Activity
- 14. Clause 3-105, Audit and Records
- 15. Provision 3-115, Facsimile Offers
- 16. Clause 3-120, Order of Precedence:
- 17. Clause 3-140, Notice to the Judiciary of Labor Disputes
- 18. <u>Clause 3-310, Payment by Electronic Funds Transfer Other Than Central Contractor</u> Registration
- 19. <u>Clause 3-305</u>, <u>Payment by Electronic Funds Transfer Central Contractor Registration</u> if the awardee is registered in CCR
- 20. <u>Clause 3-310</u>, <u>Payment by Electronic Funds Transfer Other Than Central Contractor Registration</u>, if the awardee is not registered in CCR.

The following apply to services only:

- 21. Clause 1-1, Employment by the Government (JAN 2003)
- 22. Clause 1-5, Conflict of Interest (AUG 2004)
- 23. <u>Clause 3-160</u>, <u>Service Contract Act of 1965</u> (JUN 2012) (Applies to any purchase order over \$2,500, the principal purpose of which is to furnish services through the use of service employees for work to be performed in the United States, Puerto Rico, Guam, or the U.S. Virgin Islands, **except** where <u>Clause 3-215</u>, <u>Exemption from Application of the Service Contract Act to Contracts for Maintenance</u>, <u>Calibration</u>, or <u>Repair of Certain Equipment Requirements</u>, **or** <u>Clause 3-225</u>, <u>Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements</u> apply. See (c)(7)g) and (c)(7)h) below.)

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# Exhibit A: PROGRAM OVERVIEW

The following is the expected schedule of events with estimated space and set up requirements for this program.

| Day       | Time                 | Event                 | Setup Style     | Att. |
|-----------|----------------------|-----------------------|-----------------|------|
| Sunday    | 08:00 AM-11:00<br>PM | Office                | Office          | 5    |
|           | 08:00 AM-11:00<br>PM | Storage               | Storage         | 1    |
| Monday    | 08:00 AM-11:00<br>PM | Breakout              | Rounds          | 400  |
|           | 08:00 AM-11:00<br>PM | Breakout              | Theater         | 400  |
|           | 08:00 AM-11:00<br>PM | Breakout              | Theater         | 120  |
|           | 08:00 AM-11:00<br>PM | Breakout              | Theater         | 70   |
|           | 08:00 AM-11:00<br>PM | Breakout              | Theater         | 25   |
|           | 08:00 AM-11:00<br>PM | Breakout              | Theater         | 65   |
|           | 24 Hour              | Office                | Office          | 5    |
|           | 24 Hour              | One-on-One Meetings   | Storage         | 1    |
|           | 24 Hour              | Storage               | Storage         | 1    |
| Tuesday   | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 1    |
|           | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 120  |
|           | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 70   |
|           | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 25   |
|           | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 65   |
|           | 01:00 AM-11:00<br>PM | General Session       | Rounds          | 400  |
|           | 01:00 AM-11:00<br>PM | Office                | Office          | 5    |
|           | 01:00 AM-11:00<br>PM | One-on-One Meetings   | Storage         | 1    |
|           | 01:00 AM-11:00<br>PM | Storage               | Storage         | 1    |
|           | 06:00 PM-09:00<br>PM | Host Beverage Service | Reception Style | 400  |
|           | 06:00 PM-09:00<br>PM | Reception             | Reception Style | 400  |
|           | 08:00 AM-11:00<br>PM | Hold                  | Reception Style | 400  |
| Wednesday | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 400  |
|           | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 120  |
|           | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 70   |
|           | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 25   |

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|          | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 65  |
|----------|----------------------|-----------------------|-----------------|-----|
|          | 01:00 AM-11:00<br>PM | General Session       | Rounds          | 400 |
|          | 24 Hour              | Office                | Office          | 5   |
|          | 24 Hour              | One-on-One Meetings   | Storage         | 1   |
|          | 24 Hour              | Storage               | Storage         | 1   |
|          | 08:00 AM-11:59<br>PM | Breakout              | Theater         | 25  |
|          | 08:00 AM-11:59<br>PM | Breakout              | Theater         | 25  |
|          | 08:00 AM-11:59<br>PM | Breakout              | Theater         | 25  |
|          | 08:00 AM-11:59<br>PM | Breakout              | Theater         | 25  |
| Thursday | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 1   |
|          | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 120 |
|          | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 70  |
|          | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 25  |
|          | 01:00 AM-11:00<br>PM | General Session       | Rounds          | 400 |
|          | 01:00 AM-11:00<br>PM | Breakout              | Theater         | 65  |
|          | 24 Hour              | Office                | Office          | 5   |
|          | 24 Hour              | One-on-One Meetings   | Storage         | 1   |
|          | 24 Hour              | Storage               | Storage         | 1   |
|          | 06:00 PM-09:00<br>PM | Host Beverage Service | Reception Style | 400 |
|          | 06:00 PM-09:00<br>PM | Reception             | Reception Style | 400 |
|          | 08:00 AM-11:59<br>PM | Breakout              | Theater         | 25  |
|          | 08:00 AM-11:59<br>PM | Breakout              | Theater         | 25  |
|          | 08:00 AM-11:59<br>PM | Breakout              | Theater         | 25  |
|          | 08:00 AM-11:59<br>PM | Breakout              | Theater         | 25  |
| Friday   | 01:00 AM-05:00<br>PM | Breakout              | Theater         | 1   |
|          | 01:00 AM-05:00<br>PM | Breakout              | Theater         | 120 |
|          | 01:00 AM-05:00<br>PM | Breakout              | Theater         | 70  |
|          | 01:00 AM-05:00<br>PM | Breakout              | Theater         | 25  |
|          | 01:00 AM-05:00<br>PM | Breakout              | Theater         | 65  |
|          | 01:00 AM-05:00<br>PM | General Session       | Rounds          | 400 |
|          | 24 Hour              | Office                | Office          | 5   |
|          | 24 Hour              | One-on-One Meetings   | Storage         | 1   |

| 24 Hour | Storage | Storage | 1 |  |
|---------|---------|---------|---|--|
|---------|---------|---------|---|--|