



**UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT**

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April 17, 2023

**REQUEST FOR OPEN MARKET QUOTE**  
*Furniture Procurement, Delivery, and Installation*

This is a Request for Quote (RFQ) issued by the Office of the Circuit Executive Space and Facilities of the United States Court of Appeals for the Sixth Circuit. You are invited to submit a quote in response to our Request for Quote (RFQ) for the design, project management, of new furniture, delivery, and installation. Products and services are to be provided and installed at the Delivery Location. The Sixth Circuit intends to make an award based on the lowest priced, technically acceptable quote. All items should be quoted as a fixed price. Payment terms will be considered Net 30 unless more favorable terms are offered. .

- SUBMISSION DATE:** Monday, May 1 by 3:00 P.M.
- SUBMISSION METHOD:** Respond via email to Mike Schott  
michael\_schott@ca6.uscourts.gov
- DELIVERY LOCATION:** 13919 South Bayshore Drive  
Suite 208  
Traverse City, MI 49684
- CONTACT / QUESTIONS:** Submit questions via email to: Mike Schott at  
Michael\_Schott@ca6.uscourts.gov. The deadline for  
questions is Thursday, April 20, 2023 by noon.  
Absolutely no informal communication shall occur  
regarding this RFQ, including requests for information,  
or communication between Offeror's or any of their  
individual members and the court.
- SUBMISSION  
REQUIREMENTS:** Executive Summary - Provide a brief summary, which  
describes and highlights your company's quote, industry  
qualifications, and describes how your quote meets the  
needs of subject project.
- Price Sheet is to be completed and included with your  
quote.

The following sections, including this cover sheet, shall be considered integral parts of this solicitation:

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**GENERAL TERMS AND CONDITIONS**

**Negotiations:**

The Court reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFQ.

**Reserved Rights:**

The Court reserves the right at any time and for any reason to cancel this RFQ or any portion thereof, and to reject any or all quotes. The Court reserves the right to waive any immaterial defect in any quote. The Court may seek clarification from a quoter at any time, after the submission date, and failure to respond promptly is cause for rejection.

**Incurred Costs:**

The Court will not be liable for any costs incurred by respondents in replying to this RFQ.

**Award:**

Award will be based on the **lowest priced, technically acceptable** quote, as determined by the Court.

**Interpretations or Correction of Request for Quotes:**

Quoters shall promptly notify the Court of any ambiguity, inconsistency, or error that they may discover upon examination of the RFQ. Interpretation, correction, and changes to the RFQ, if any, will be made by written amendment(s). Interpretation, corrections, or changes made in any other manner will not be binding.

**Amendments:**

Amendments are written instruments issued by the Court prior to the date of receipt of quotations, which modify or interpret the RFQ by addition, deletions, clarifications, or corrections. Each quoter shall ascertain prior to submitting a quote packet that all addenda issued have been received, and by submission of a quote packet, such act shall be taken to mean that such quoter has received and understands fully the contents of addenda.

**Taxes:**

The Court is exempt from Taxes.

**Change in Status:**

The quoter shall notify the Court immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; or (d) vendor ceases to conduct its operations in normal course of business. The Court shall have the option to terminate any contract with the vendor immediately on written notice based on any such change in status.

**Submittal and Evaluation Factors:**

The contract will be awarded to the lowest responsible, responsive quoter, as determined by the Court, or any other quoter determined by the Court to be in the best interest of the Court, who meets or exceeds the criteria. The Court reserves the right to reject any or all proposals or to waive any details in the proposals received whenever such rejection or waiver is in the best interests of the Court. The Court also reserves the right to reject the RFQ of a quoter who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation, and is found not to be able to perform the contract.

**Submittal and Evaluation Factors:**

1. The contract will be awarded to the lowest responsible, responsive proposer, as determined by the Court, or any other Vendor determined by the Court to be in the best interest of the Court, who meets or exceeds the criteria
2. The Court reserves the right to reject any or all quotes, or to waive any details in the quotes received, whenever such rejection or waiver is in the best interests of the Court.
3. The Court also reserves the right to reject the RFQ of a Vendor who has previously failed to satisfactorily perform, has not completed contracts on time, or who is found to be in unsatisfactory in their performance.

**SCOPE**

The Court intends to issue a single award to cover all services and products identified in this RFQ. Vendors quotes must cover all the requirements within this RFQ, including incidentals that are not specifically identified, to provide the court with a complete turnkey solution that provides the items listed below as acceptable to the court. In the event a Vendor cannot supply all items in this RFQ, multiple awards may occur.

**Site Visit:**

Site visits are available upon request.

**Project Management:**

1. The vendor shall provide a project manager (PM) who will be responsible for the delivery of all services and products; they shall be a comprehensive single point of contact to the court.
2. All schedules of work to be completed onsite must have prior approval by the courts and will ensure the least amount of disruption to the court's operations.
3. When working onsite, the PM will ensure the daily clean-up of all materials and all removal of all associated waste is done.

**Design Services:**

Provide professional interior design services meeting the Court's specification for quality, wood finish, laminate finish, fabrics etc. for project coordination.

### **Installation:**

1. Provide all labor and materials for a complete installation acceptable to the court, in accordance with the approved design and schedule.
2. The Vendor shall warrant that the furnishings will in all respects conform to the design and specifications, and that the furnishings will be free from defects in materials and workmanship.
3. The Vendor will receive all product at their facility, prior to the scheduled installation at the court's site, and will verify the quantities and quality of all items prior to bringing them to the court's site.
4. The Vendor will provide a detailed receiving report to the court upon receipt of product.
5. If necessary, the Vendor will coordinate return goods authorizations, freight damage, and other claim forms.
6. The building does not have a loading dock. There is parking on-site.
7. The loading area is not large and box trucks should be used for delivery.
8. The building does not have a freight elevator available for furniture moving.
9. A scheduled delivery date must be provided to and accepted by the Court.
10. If required by the delivery and installation schedule, the vendor will hold products without charge to Owner for up to 60 days. In the event there is a delay at no fault to the vendor beyond 60 days, the court will issue a separate for storage as quoted in the Price Sheet.

### **Specifications:**

1. Detailed specifications for each product are provided in the attached "Furniture Schedule" pages, and they can be **cross**-referenced to the furniture plan by matching the Item Code.
2. Approved equal items can be submitted and the vendor must provide the specific details of the product so it can be compared to the "Furniture Schedule" spec.
3. The court intends to make an award based on the lowest priced, technically acceptable quote. All items should be quoted as a fixed price and F.O.B. Destination. Payment terms will be considered Net 30 unless more favorable terms are offered.

### **Warranty:**

All materials and labor shall be warranted for a period of at least one year after final acceptance or for a longer period, according to the manufacturer's standard warranty, unless items are damaged through abuse or misuse.

### **Projected Delivery and Installation Milestone Dates**

1. Furniture delivery and installation:
  - a. To occur as soon as possible.
  - b. Shall be scheduled with Space and Facilities.

**Instructions for Quoter:**

Provide the information requested below at Provision 3-5 and Clause 7-10

<b>Company name:</b>	
<b>DUNS number or UEI:</b>	
<b>Discount terms, if other than Net 30:</b>	

**Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)**

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>.

**CONTRACT CLAUSES**

The award from this solicitation will also incorporate the following Judiciary clauses:

Clause B-5, Clauses Incorporated by Reference

The awarded contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>. Including the following clauses:

**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.

**Clause B-5, Clauses Incorporated by Reference (SEP 2010)**

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

The following clauses marked with an 'X' are incorporated by reference:

X	2-15	Warranty Information (JAN 2003)
	2-20A	Incorporation of Warranty (JAN 2003)
	2-20B	Contractor Warranty (Products) (JAN 2010)

X	2-35	F.O.B. Destination, Within Judiciary's Premises (JAN 2003)
	2-40B	Delivery of Excess Quantities (JAN 2003)
	2-55	Privacy or Security of Safeguards (JAN 2003)
	2-85A	Evaluation Inclusive of Options (JAN 2003)
	2-85B	Evaluation Inclusive of Options (JAN 2003)
	2-85C	Evaluation of Options Exercised at Time of Contract Award (JAN 2003)
	2-90A	Option for Increased Quantity (APR 2013)
	2-90B	Option for Increased Quantity – Separately Priced Line Item (APR 2013)
	2-90D	Option to Extend the Term of the Contract (APR 2013)
	2-95	Material Requirements (JAN 2003)
X	2-100	Brand Name or Equal (APR 2013)
	2-110	Option to Purchase Equipment (JAN 2003)
	2-125	Security for Advance Payment (APR 2013)
	2-130	Energy Efficiency in Energy-Consuming Products (APR 2013)
	2-135	Acquisition of EPEAT®-Registered Personal Computer Products (MAR 2019)
	3-1	Contractor Use of Mandatory Sources of Products or Services (JUN 2012)
X	3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
	4-150	Cancellation Under Multi-Year Contracts (JUN 2014)
	5-30	Authorization and Consent (JAN 2003)
	6-10	Deposit of Assets Requirements (APR 2013)
	6-15	Deposit of Assets Instead of Surety Bonds (JAN 2003)
	6-65	Rights in Data – Special Works (JAN 2010)
	6-75	Rights to Data in an Offer (APR 2013)
	6-80	Rights in Data – Existing Works (JAN 2010)
	6-85	Commercial Computer Software License (APR 2013)
	6-90	Notice and Assistance Regarding Patent and Copyright Infringement (APR 2010)
	6-110	Deferred Ordering of Technical Data or Computer Software (JUN 2014)
X	7-1	Contract Administration (JAN 2003)
X	7-5	Contracting Officer's Representative (APR 2013)
X	7-15	Observance of Regulations/Standards of Conduct (JAN 2003)
X	7-25	Indemnification (AUG 2004)
	7-70	Judiciary Property Furnished "As Is" (APR 2013)
	7-95	Contractor Inspection Requirements (JAN 2003)
	7-115	Availability of Funds (JAN 2003)
	7-160	Limitation on Withholding of Payments (APR 2013)
	7-170	Notice of Intent to Disallow Costs (JAN 2003)
	7-180	Prohibition of Assignment of Claims (JUN 2012)
X	7-215	Notification of Ownership Changes (JAN 2003)

**Price Sheet:**

Fill in the unit price and extended price for each item.

Fill in the grand total amount.

[Add or delete line items as needed. For each line item used, insert a description, required quantity, and unit of issue (e.g., EA). Qty and U/I should normally mirror what is expected for invoicing. E.g., if invoicing is expected to be paid based on each item delivered then something like 10 EA would be appropriate; if invoicing will only be allowed and paid after all items are delivered then something like 1 EA would be appropriate.]

Item	Description	Qty	Unit of Issue	Unit Price (\$)	Extended Price (\$)
1					
2					
3					

<b>GRAND TOTAL:</b>	\$
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<b>OPTIONAL MONTHLY STORAGE BEYOND 60 DAYS:</b>	\$
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