

OFFICE OF THE CLERK  
**UNITED STATES COURT OF APPEALS**  
FOR THE SIXTH CIRCUIT  
540 POTTER STEWART UNITED STATES COURTHOUSE

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**REQUEST FOR QUOTE**  
**RFQ 2017-CLK1**

***Open Office Furniture Design, Trade-in and Replacement***

This is a Request for Quote (RFQ) issued by the Clerk's Office of the United States Court of Appeals for the Sixth Circuit. We are seeking vendor quotes, under GSA Schedules, for the design, project management, new workstations (open office furniture); removal and trade-in of existing workstations; and delivery and installation of new workstations. Products and services are to be provided and installed at the United States Potter Stewart Courthouse at 100 East Fifth Street, Room 540, Cincinnati, Ohio.

**SUBMISSION DATE:** **Wednesday, August 30, 2017 by 3:00 P.M.**

**SUBMISSION LOCATION:** U.S. Court of Appeals for the Sixth Circuit  
Attn: Kelly Mocahbee  
100 East Fifth Street, Room 540  
Cincinnati, OH 45202

**CONTACT / QUESTIONS:** Submit questions via email to: Kelly Mocahbee at [Kelly\\_Mocahbee@ca6.uscourts.gov](mailto:Kelly_Mocahbee@ca6.uscourts.gov). The **deadline for questions** is Monday, August 28, 2017 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.

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

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## GENERAL TERMS AND CONDITIONS

1. **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.
2. **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 proposals. The Court reserves the right to waive any immaterial defect in any proposal. The Court may seek clarification from a Vendor at any time, after the submission date, and failure to respond promptly is cause for rejection.
3. **Incurred Costs:**  
The Court will not be liable for any costs incurred by respondents in replying to this RFQ.
4. **Award:**  
Award will be based on the lowest responsive, technically acceptable, responsible bidder, as determined by the Court.
5. **Interpretations or Correction of Request for Proposals:**  
Vendors shall promptly notify the Court of any ambiguity, inconsistency or error 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.
6. **Amendments:**  
Amendments are written instruments issued by the Court prior to the date of receipt of quotes, which modify or interpret the RFQ by addition, deletions, clarifications or corrections. Each Vendor shall ascertain prior to submitting a quote, that they have received and fully understand the contents of any and all amendments.
7. **Taxes:**  
The Court is exempt from Taxes.
8. **Change in Status:**  
The Vendor 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.
9. **Submittal and Evaluation Factors:**  
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. 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 Vendor who has previously failed to satisfactorily perform, has not completed contracts on time, or whom is found to be in unsatisfactory in their performance.

## CLAUSES

In addition to the established GSA clauses, the award from this solicitation will also incorporate the following Judiciary clauses:

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

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 No.	Title	Date
Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	JUN 2014
Clause 3-300	Registration in the System for Award Management (SAM)	APR 2013
Clause 3-305	Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration	APR 2013
Clause 3-310	Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration (applies if Clauses 3-300 and 3-305 do not apply)	APR 2013
Clause 4-155	Alternate Awards	Jun 2014
Clause 4-160	Cancellation Ceilings	Jun 2014
Clause 7-115	Availability of Funds	JAN 2003

## SCOPE

### Overview:

The Court intends to issue a single award to cover all services and products identified in this RFQ. Vendors proposals 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 workstations, acceptable to the court, from a qualified vendor utilizing a GSA Schedule.

This award will be executed in collaboration with an existing renovation project, that includes carpet replacement, painting, etc., which the court is having done through GSA. The renovation project will be a significant driver of the design and installation.

### Site Visit:

Prior to submitting a quote, a site visit is required to ensure that a thorough understand of the environment is taken into consideration for all services, products and pricing.

### Project Management:

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.

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.

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:

Prepare detailed workstation design drawing and specifications, in coordination with the GSA design team, for review and approval by the court. Identifying components, colors, surface materials, etc.

Provide a PowerPoint file of the approved design that covers all the new products that will be received. This will be used by Clerk's Office management to inform the staff of the changes to come.

A complete set of approved designs will be provided to the court: two paper copies on 11" X 17" paper or larger as necessary to read the details, one DVD or jump drive containing a full-size pdf file and a CAD file of the approved designs.

#### Trade-in of Existing Equipment:

The Court currently has 29 workstations that are required to be dismantled, removed and will be traded in as part of the award.

#### Installation:

1. Provide all labor and materials for a complete installation acceptable to the court, in accordance to 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 Owner upon receipt of product
5. If necessary, the Vendor will coordinate return goods authorizations, freight damage and other claim forms
6. Coordinate with GSA and the court to create a detailed plan and schedule for the removal of existing workstations and the installation of the new workstations. Continue daily coordination as needed to complete.
7. The building has a loading dock for delivery and unloading only; there is no parking on site
8. If the schedule requires, the vendor will hold products without charge to Owner

#### Workstation Requirements:

1. The Vendor will provide between 31-35 workstations. Thirty-five (35) workstations will be quoted to allow for evaluation between vendors' quotes.
2. Only new manufactured products will be acceptable and shall be provided within full compliance of the GSA schedule. The **most durable constructed products** from the manufacturer, in accordance with the GSA schedule shall be provided.
3. Workstations will provide privacy that is comparable to existing workstations
4. Square footage, work surfaces and storage within the workstations will be comparable to the existing workstations
5. Colors and finishes will be coordinated with the court and GSA design team, and approved by the court. Fabrics and trackable tiles shall be Class-A fire rated.
6. May include additional seating, tables, etc., for team collaboration within the workstation areas.
7. The vendor will assess the power and data requirements of the new designs, compare them to the power and data available, and notify the courts immediately if a deficiency is identified. All electrical components shall be U.L. Listed. Data cabling components shall be CAT 6 and meet EIA/TIA standards.
8. A master key, or identifiable duplicate keys, shall be provided for all lockable units.

9. Panels shall have data cabling and electrical pathways.
10. All glass materials shall be tempered safety glass; plastic is not acceptable.
11. All workstations shall accommodate the existing Varidesks (standing desks).

**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, or GSA schedule permits, unless items are damaged through abuse or misuse.

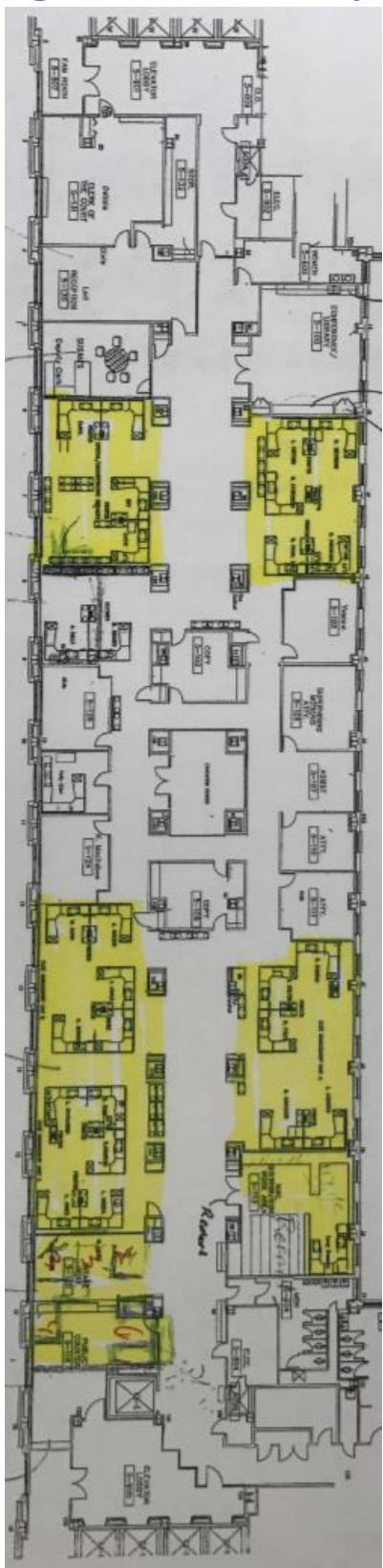
**SUBMISSION REQUIREMENTS**

**Executive Summary** - Provide a brief summary, which describes and highlights your company's quote, industry qualifications, and describes how your proposal meets the Court's needs.

**Completion of Proposal Documents** - Included in this RFQ is a Price Sheet which must be completed and included with your proposal. You must also provide a copy of the GSA schedule you are quoting from.

**Deadline** – Provide your proposal on or before the Submission Deadline.

Fig #1. Current Floor Layout with Highlighted Workstation Areas



**Fig #2. Projected GSA Renovation Project Milestone Dates**

		Start / Milestone Dates		
Activity (Milestone / Task)*	Days	Baseline Date	Estimated Date	Actual Date
Customer Request	0		06/06/2016	06/06/2016
Project Initiated	0		06/06/2016	06/06/2016
Initial Scope and Requirements Finalized with Customer	0		08/03/2016	08/03/2016
Client Concurrence on Final Scope, Schedule and Cost Estimate	0		08/04/2017	08/04/2017
Funds in Place	0		08/08/2017	08/08/2017
Project Authorization/RWA Acceptance	0		08/08/2017	08/08/2017
Design RFP Proposals Received	0		08/25/2017	
Design Award	0		09/15/2017	
Design Start / NTP	0		09/22/2017	
Design Complete	0		01/19/2018	
PM Submits Construction or Design/Build PR	0		02/09/2018	
Contracting Accepts Construction or Design/Build PR	0		02/16/2018	
Construction or Design/Build Contract Award	0		03/16/2018	
Construction Start/NTP	0		04/27/2018	
Substantial Completion	0		07/20/2018	
Construction Complete	0		08/03/2018	
Project Closeout	0		08/17/2018	



## Price Sheet

Proposal submitted by (Vendor Name) \_\_\_\_\_

Vendor Contact \_\_\_\_\_

Contact E-mail \_\_\_\_\_

Contact Phone No. \_\_\_\_\_

GSA Contract No. \_\_\_\_\_

GSA Manufacturer Quoted \_\_\_\_\_

The total quoted price will be based on the following prices. The quoted designed price will be fixed, and the quoted workstation price may be amended after the award based on the GSA schedule and the conditions within this document.

**Design Services** \$ \_\_\_\_\_

**35 Workstations, delivery & installation** \$ \_\_\_\_\_

**Trade in Credit** (\$ \_\_\_\_\_)

**Total Quote Price** \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title