

UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT  
503 POTTER STEWART UNITED STATES COURTHOUSE

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**REQUEST FOR "OPEN MARKET" QUOTE  
SAO Furniture**

***Furniture, Delivery, and Installation***

This is a Request for Quote (RFQ) issued by the Staff Attorneys' Office of the United States Court of Appeals for the Sixth Circuit. We are seeking vendor "Open Market" quotes, for new office furniture. Products and services are to be provided and installed at the Potter Stewart U.S. Courthouse.

**SUBMISSION DATE:** **Tuesday, September 20 by 2:00 P.M., EDT.**

**SUBMISSION:** Via email to the Procurement Team at [Lori Nethero@ca6.uscourts.gov](mailto:Lori_Nethero@ca6.uscourts.gov), [patty niceley@ca6.uscourts.gov](mailto:patty_niceley@ca6.uscourts.gov), and [Kelly Mocahbee@ca6.uscourts.gov](mailto:Kelly_Mocahbee@ca6.uscourts.gov)

**DELIVERY LOCATION:** Potter Stewart U.S. Courthouse  
100 East Fifth Street  
Cincinnati, OH 45202

**CONTACT / QUESTIONS:** Submit questions via email to the Procurement Team at [Lori Nethero@ca6.uscourts.gov](mailto:Lori_Nethero@ca6.uscourts.gov), [patty niceley@ca6.uscourts.gov](mailto:patty_niceley@ca6.uscourts.gov), and [Kelly Mocahbee@ca6.uscourts.gov](mailto:Kelly_Mocahbee@ca6.uscourts.gov) The **deadline for questions** is **Friday, September 16, 2021** 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 quotes. The Court reserves the right to waive any immaterial defect in any quote. 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 Quotes:**  
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 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 quotes, or to waive any details in the quotes 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 who is found to be in unsatisfactory in their performance.

## CLAUSES

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
Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases
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 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)
Clause 4-155	Alternate Awards
Clause 4-160	Cancellation Ceilings
Clause 7-115	Availability of Funds

## SCOPE

### Overview:

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.

### Site Visit:

Site visits are available on September 15, 2022, by appointment. Contact Lori Nethero at [lori\\_nethero@ca6.uscourts.gov](mailto:lori_nethero@ca6.uscourts.gov) or 513-564-7075 to schedule an appointment.

### 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 associated waste is done.**

### Design Services:

Provide profession interior design services for the coordination of colors to include, but are not limited to, fabric, vinyl and wood patterns and colors of the products being proposed.

### 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 has a loading dock with a leveler for delivery and unloading only; there is no parking on site but truck loading zones and pay-lots are available near the courthouse.
  - a. The dock area is not large and box trucks should be used for delivery.
7. The court need two-weeks' notice to be ready for delivery. Items in the space for the new furniture will be removed by the court.

#### Specifications:

1. DO **NOT** QUOTE PRICES FROM GSA SCHEDULES OR ANY OTHER CONTRACT. ALL PRICES MUST BE **OPEN MARKET**.
2. The **products and quantities** are listed in the **Furniture Specification** below the **Price Sheet**.
3. **Approved equal** items are acceptable and the vendor must provide the specific details of the product so it can be compared to the "Furniture Schedule" spec.
4. **Upholstery fabric, vinyl, and wood finishes** – Quotes must include pricing at the middle tier or better from the manufacturer's available selections. Even though the actual finishes will be selected after the award, the Library must have several options to choose from.

#### 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.

### SUBMISSION REQUIREMENTS

**Completion of Quote Documents** - Included in this RFQ is a **Price Sheet which must be completed and included with your quote**.

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

**Submission Method** – Quotes shall be submitted via email to the Procurement Team at [Lori\\_Nethero@ca6.uscourts.gov](mailto:Lori_Nethero@ca6.uscourts.gov), [patty\\_niceley@ca6.uscourts.gov](mailto:patty_niceley@ca6.uscourts.gov), and [Kelly\\_Mocahbee@ca6.uscourts.gov](mailto:Kelly_Mocahbee@ca6.uscourts.gov)

#### Projected Delivery and Installation Dates

- The court needs at least two-week's notice for delivery, and it must be scheduled.
- Finish selections, delivery, and installation will be coordinated with the Procurement Team.

# Price Sheet

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

DUNS Number \_\_\_\_\_

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

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

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

All items quoted must be in accordance with the Furniture Specifications listed below or approved equals.

Item Code	Manufacturer	Description / Link	QTY	Unit Cost	Total Cost
A	OFS or approved equal	Executive Desk Unit	1		
B	OFS or approved equal	Double Bench Height Cabinet with full width cushions	1		
C	Room&Board or approved equal	Decker 36" Dia. Table	1		
D	OFS or approved equal	Rowen T Base Pull Up Table	1		
E	OFS or approved equal	Rowan Sofa	1		
F	Room&Board or approved equal	Lira Arm Chair	3		
G	Allsteel or approved equal	Task Chair	1		

Delivery, installation, and setup \$ \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# Furniture Specifications

Item Code	Manufacturer	Description / Link	Model #	Finish	QTY
A	OFS	<b>Executive Desk Unit</b>			<b>1</b>
	Or approved equal	Impulse G2 Fixed Desk, Return, Wall Panel/Shelf and Overhead		Standard Quarter Cut Wood Veneer	
		Desk: 72W x 36D x 30H, no pedestal, open below, end panel support			
		Desk Grommet: (1) Round 2.13"	CGB-1	Black	
		1.1875" Square Edge	DN Square		
		Return 48"W x 22"D x 30"H with Right Pedestal		Standard Quarter Cut Wood Veneer	
		Box/Box/File Pedestal		Standard Quarter Cut Wood Veneer	
		15.625"W x 20.75"D			
		Return Grommet: (1) Rectangular 3.38" x 2" at return	RGB-1	Black	
		1.1875" Square Edge	DN Square		
		Pull	AWE	Black	
		Lock	Black		
		Wood wall panel shelf to match desk depth		Standard Quarter Cut Wood Veneer	
		Wallmount organizer w/ doors 48"W x 15"D x 18.5"H, no lock		White door fronts	
		No undercounter light fixture			
		Top of wood wall panel TO ALIGN w/ top of wallmount organizer			
		Tack panel below wallmount organizer	Grade-In Fabric	Grade 2	
		<a href="https://ofs.com/products/workspaces/private-office/impulse-g2">https://ofs.com/products/workspaces/private-office/impulse-g2</a>			
B	OFS	<b>Double Bench Height Cabinet with full width cushions</b>		Standard Quarter Cut Wood Veneer	<b>1</b>
	Or approved equal	Tray / File Drawers both cabinets	Z3 - Z3	Standard Quarter Cut Wood Veneer	
		Cushions		UltraFabric, Brisa, Color TBD	

Item Code	Manufacturer	Description / Link	Model #	Finish	QTY
		<a href="https://ofs.com/products/workspaces/private-office/impulse-g2">https://ofs.com/products/workspaces/private-office/impulse-g2</a>			
C	Room&Board	Decker 36" Dia. Table	889151		1
	Or approved equal	36"Dia x 30"H			
		Base		Graphite	
		Top		Marbled White Quartz	
		<a href="https://www.roomandboard.com/catalog/dining-and-kitchen/tables/decker-tables">https://www.roomandboard.com/catalog/dining-and-kitchen/tables/decker-tables</a>			
D	OFS	Rowen T Base Pull Up Table	83-1118RT25H		1
	Or approved equal	11"W x 18"D x 25"H			
		Top Finish	SMWAL	Walnut	
		Base Finish	BKO	Onyx	
		<a href="https://ofs.com/products/tables/occasional/rowen-0">https://ofs.com/products/tables/occasional/rowen-0</a>			
E	OFS	Rowan Sofa	83043		1
	Or approved equal	84"W x 29.75"D x 28.75"H			
		Buttons	H5W - 3 Positions	Button Finish: BLL Black	
		Leg	MAL - Metal	Leg Finish: BKO - Onyx	
		Frame Upholstery		UltraFabric, Brisa, Color TBD	
		Seat & Back Upholstery		Grade 9 TBD	
		No Ferrule Finish, No ganging			
		<a href="https://ofs.com/products/seating/lounge/rowen">https://ofs.com/products/seating/lounge/rowen</a>			
F	Room&Board	Lira Arm Chair	10008075		3
	Or approved equal	Fabric		Style: Tetric Color: Cement	
		Leg		Graphite	
		<a href="https://www.roomandboard.com/catalog/dining-and-kitchen/chairs/lira-chairs">https://www.roomandboard.com/catalog/dining-and-kitchen/chairs/lira-chairs</a>			

Item Code	Manufacturer	Description / Link	Model #	Finish	QTY
G	Allsteel	Task Chair	AWMGGMNO	Graphite-Graphite Mesh back color: Mist	1
	Or approved equal	26 1/8"W x 25"D		Grade 2 Whisper Vinyl	
		Acuity Work, adjustable arm, standard cylinder, black multi-surface caster			
		4D Arms		Color: TBD	
		<a href="https://www.allsteeloffice.com/products/seating/task-chairs/acuity-task">https://www.allsteeloffice.com/products/seating/task-chairs/acuity-task</a>			