



REQUEST FOR BIDS:

VEHICLES

For the Greater Columbus Convention Center

Due: Wednesday March 13, 2019

Issued by:

Franklin County Convention Facilities Authority

400 North High Street, 4th Floor

Columbus, Ohio 43215

Phone: (614) 827-2800

Fax: (614) 827-2806

www.meetuscolumbus.com

NOTICE TO BIDDERS

Sealed bids will be received by the Franklin County Convention Facilities Authority (“FCCFA”) until **March 13, 2019 at 4:00 PM EST** and will be publicly opened and read aloud immediately thereafter, for the furnishing of materials and goods for the execution of:

BID PACKAGE #2019-1 –VEHICLES

**GREATER COLUMBUS CONVENTION CENTER
400 NORTH HIGH STREET
COLUMBUS, OHIO 43215**

The Instructions to Bidders, Form of Proposal, Form of Contract, Technical Specifications, Form of Bond, and other Contract Documents may be obtained by prospective bidders from the offices of the FCCFA by contacting Jordan Edmonds at jedmonds@fccfa.org. General information regarding the FCCFA can be found on its website at www.meetuscolumbus.com.

All questions regarding the Bid Documents and Technical Specifications should be submitted in writing and can be forwarded to Jordan Edmonds at jedmonds@fccfa.org.

Each bid must be accompanied by a Bid Guaranty and Contract Bond in the exact form included in this Request for Bids (“RFB”) and meeting the requirements of Section 153.54 of the Ohio Revised Code.

Bids shall be sealed and addressed to:

**Franklin County Convention Facilities Authority
400 North High Street, 4th Floor
Columbus, Ohio 43215
Attention: Jordan Edmonds**

The Franklin County Convention Facilities Authority reserves the right to waive any informalities or in its sole discretion, to reject any or all bids.

INSTRUCTIONS TO BIDDERS

ARTICLE 1: OVERVIEW

The FCCFA is the owner/developer of the Greater Columbus Convention Center (“GCCC”), the Hilton Columbus Downtown Hotel and Nationwide Arena, all located in downtown Columbus, Ohio. Established by the Franklin County Commissioners in July 1988 pursuant to Chapter 351 of the Ohio Revised Code, the FCCFA is a special governmental unit governed by an eleven-member board of directors appointed by the Franklin County Commissioners, Mayor of Columbus, and suburban mayors.

As owner/developer, the FCCFA is responsible for the improvement, management, and successful operation of all owned facilities. In addition, the FCCFA is responsible for ensuring the continued success and growth of the convention business within the Greater Columbus community. Both responsibilities are directly linked to the FCCFA’s continued investment in and support of services, resources, facilities, and community projects that enhance the use and improvement of the convention center, Hilton Columbus Downtown Hotel, and Nationwide Arena.

In order to improve GCCC operations and security the FCCFA is seeking bids from interested vendors to provide two mid-sized sport utility vehicles, one pick-up truck, and one box truck, as specified in the following Bid Documents.

More information regarding the FCCFA can be found on its website: www.meetusincolumbus.com.

ARTICLE 2: GENERAL REQUIREMENTS

- a) All Forms of Proposal (bids), Bid Guaranty, EEO Certification Clauses, documentation of insurance, and other required forms, each fully executed, are to be submitted in sealed form and addressed to:

Franklin County Convention Facilities Authority
400 North High Street, 4th Floor
Columbus, Ohio 43215
Attention: Jordan Edmonds

- b) Submittals will be received until **March 13, 2019 at 4:00 PM EST** and will be publicly opened and read aloud by the FCCFA immediately following the deadline for submittal. Bidders are invited to be present at the opening of the bids.
- c) Blank spaces in the Form of Proposal must be completed and phraseology of the form must not be changed unless specifically instructed to do so in the following instructions or in any addenda issued. The Form of Proposal must be returned in its entirety and all pages must be in proper sequence. Additions must not be made to the items listed in the bid and any condition, limitations, or provision attached to the bid may render the bid nonresponsive and result in its rejection.

- d) Each change or addendum issued in relation to the Contract Documents will be mailed, faxed, or emailed to each vendor registered as having received a set of the Contract Documents.
- e) Questions regarding the Bid Documents or Technical Specifications shall be submitted in writing via email to Jordan Edmonds at jedmonds@fccfa.org. The FCCFA will provide answers to all questions and any clarifications, changes and/or other information deemed necessary as addenda to the documents. The deadline for submittal of questions is **Wednesday March 6, 2019 at 5:00 PM EST.**
- f) The process schedule (which is subject to change) is as follows:

MILESTONE	DATE
Bid Documents Issue Date	February 25, 2019
Final Questions Deadline	March 6, 2019
Final Addendum	March 8, 2019
Bid Due Date/Bid Opening	March 13, 2019
Contract Execution	March 26, 2019

ARTICLE 3: BIDDING PROCEDURES

- a) Bidders shall utilize the Bid Form included in these documents to submit pricing to the FCCFA.
- b) Bidders shall provide pricing for two mid-size sport utility vehicles, one pick-up truck, and one box truck as described in the Technical Specifications. Failure to provide pricing on all products shall render the bid unresponsive and shall disqualify the Bidder from consideration.
- c) The Bid Form requires unit prices for each item. The unit prices shall include all costs related to that item (special instructions, shipping, handling, and installation, etc.).
- d) Bidders are reminded to sign and date their Bid Forms (in ink), and to be sure all required paperwork is included with their submittal.
- e) Bids shall be opened and read publicly at the time and place named in the Notice to Bidders. The time for opening bids shall be extended at the discretion of the FCCFA with no further advertising when an addendum to the plans or specifications is issued at least seventy-two (72) hours before the scheduled bid opening, excluding Saturdays, Sundays, and Legal Holidays.

ARTICLE 4: INSURANCE AND RISK OF LOSS

- a) Each Bidder shall take out and maintain during the life of the Contract, such public liability (bodily injury and property damage) insurance as shall protect the Bidder from claims for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the Contract, whether such operation be by itself or any subcontractor by anyone directly or indirectly employed by either of them. Such insurance policy shall include the FCCFA and SMG, the GCCC facility manager, as named

insured. The Bidder shall maintain coverage of the types and in the amounts specified below. Submitting a certificate of insurance shall evidence proof of such insurance coverage. An “umbrella” type policy with the limits specified below may be submitted for this requirement, with the FCCFA and other entities as designated by the FCCFA as named insured.

The amount of such insurance shall be as follows:

Bodily Injury Liability:

Each Person: \$500,000.00
Each Accident: \$1,000,000.00

Property Damage Liability:

Each Person: \$500,000.00
Each Accident: \$1,000,000.00

Such insurance shall remain in full force and effect during the life of the Contract. Insurance may not be changed or cancelled unless the FCCFA is notified in writing not less than thirty (30) days prior to such change or cancellation.

Until FCCFA takes physical possession of the vehicles, the Bidder assumes all risk of loss and damage to the vehicles.

ARTICLE 5: BID GUARANTY AND CONTRACT BOND

- a) All Bid Guaranties and Contract Bonds must be satisfactory to the FCCFA.
- b) The Bid Guaranty and Contract Bond, meeting the requirements of Section 153.54(B) of the Ohio Revised Code, as furnished by the FCCFA, shall be used without change of the wording.
- c) If the amount is left blank, the penal sum of the Bid Guaranty and Contract Bond will be the full amount of the Principal’s base bid plus add alternates; alternatively, if completed, the amount must not be less than the full amount of the base bid plus add alternates, stated in dollars and cents. A percentage is not acceptable.
- d) The Bid Guaranty and Contract Bond must be signed by an Authorized Agent of an acceptable Surety Bonding Company and by the Bidder. A Surety Company authorized by the Ohio Department of Insurance to transact business in the State of Ohio must issue the bond. It is essential that the bond be issued by a surety company that can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves and soundness of investment.
- e) Bid Guaranties and Contract Bonds must be supported by credentials showing the Power of Attorney of the Agent.
- f) In lieu of the Bid Guaranty referred to above, the Bidder may submit the Bid Guaranty provided in Division (C) of Section 153.53 of the Ohio Revised Code in the form of a

Certified Check, Cashier's Check, or Letter of Credit pursuant to Chapter 1305 of the Ohio Revised Code. A Bid Bond is not acceptable for use as a Bid Guaranty.

- g) The amount of the Certified Check, Cashier's Check, or Letter of Credit shall be equal to five percent (5%) of the Base Bid plus Add Alternates.
- h) The Bid Guaranty shall be payable to the FCCFA.
- i) Bid Guaranties shall be returned to all unsuccessful Bidders immediately after the Contract is executed.
- j) The Certified Check, Cashier's Check, or Letter of Credit shall be returned to the successful Bidder upon the filing of the Bond required in Section 153.54(C) of the Ohio Revised Code. The Performance Bond shall not be deemed "filed" until the Contract is fully executed.

ARTICLE 6. ADDITIONAL INSTRUCTIONS & INFORMATION

Right of Refusal - The FCCFA reserves the right to reject any bid in which the Bidder takes exception to the terms and conditions of this Request for Bids, including, but not limited to, the standards, specifications, and requirements specified herein, or submits prices that the FCCFA considers to be excessive compared to existing market conditions, or determines exceeds the available funds of the FCCFA.

The FCCFA reserves the right to reject, in whole or in part, any proposal that the FCCFA determines is not in the best interest of the FCCFA.

Subsequent Discussions - The FCCFA may conduct discussions with Bidders who submit bids for the purpose of clarifications or corrections regarding a bid to ensure full understanding of, and responsiveness to, the requirements specified in this Request for Bids.

Withdrawal of Bid - A Bidder may withdraw their bid at any time prior to the award of the Contract. The FCCFA may terminate negotiations with a Bidder at any time during the negotiation process if the Bidder fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. If the FCCFA terminates negotiations with a Bidder, the FCCFA shall negotiate with the Bidder whose bid is ranked the next most advantageous to the FCCFA.

No Gratuities - Bidders shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the FCCFA, nor its advisors for the purpose of influencing this procurement. Any attempt by the Bidder to influence the procurement, by any means, other than disclosure of bid amounts, shall be grounds for exclusion from the procurement.

No False Information - Bidders who provide false or misleading information, whether intentional or not, in any of the documents presented to the FCCFA for consideration in the procurement shall be excluded.

Preparation Costs - Under no circumstances will the FCCFA be responsible for any costs incurred by anyone in (a) the submittal of bids; (b) in any subsequent follow-up to the submittal; (c) in any subsequent negotiations of a contract; or (d) in any other aspect of the effort to select a supplier.

Confidentiality – To the extent permitted by law, the FCCFA will make reasonable efforts to safeguard the confidential information submitted in response to this Request for Bids, provided that the information is conspicuously marked “CONFIDENTIAL”. The FCCFA will not be required to defend any litigation seeking disclosure of confidential information. The FCCFA will make reasonable efforts to notify the Bidder to provide Bidder with an opportunity to defend any litigation seeking disclosure.

FCCFA Policies and Ordinances – Bidders should be aware of and therefore familiar with all pertinent ordinances and policies that will relate to the Contract with the FCCFA. In the event of any inconsistency or conflict between the process or requirements set forth in this Request for Bids and FCCFA policies and procedures, or other requirements of law, such policies, ordinances, or other requirements shall take precedence.

ARTICLE 7: NON-DISCRIMINATION POLICY

The FCCFA is committed to equal opportunity and non-discrimination in all aspects of its contracting and procurement activities through the adoption of this Non-Discrimination Policy (“Non-Discrimination Policy”). Pursuant to this Non-Discrimination Policy, the FCCFA will not participate in either active or passive unlawful discrimination of any type.

The FCCFA recognizes that it has a continuing obligation to avoid unlawful discrimination in contracting and procurement activities. Therefore, all Bidders shall not have engaged, and shall not engage, in any kind of unlawful discrimination. Each Bidder, prior to being engaged by the FCCFA, shall certify in writing that such Bidder, directly or indirectly, (1) has not engaged, is not engaged, and will not engage in any kind of unlawful discrimination involving race, color, sex, disability, age, sexual orientation, disability reasonably accommodated, religion, veteran status, national origin, or any other basis prohibited by laws of the United States, the State of Ohio, or the City of Columbus (“Other Prohibited Basis”), whether or not such discrimination is related to a contract or procurement activity with or for the FCCFA and (2) will not, for any purpose related to its engagement with the FCCFA, employ or contract with persons or businesses which the Bidder knows or has reason to know have engaged, are engaged, or will engage in any kind of unlawful discrimination involving race, color, sex, disability, age, religion, veteran status, national origin, or Other Prohibited Basis, whether or not such unlawful discrimination is related to a contract or procurement activity with or for the FCCFA.

It is the position of the FCCFA that discrimination against business owners based on race, color, sex, disability, age, religion, sexual orientation, disability reasonably accommodated, veteran status, national origin, or Other Prohibited Basis, is prohibited. No person shall unlawfully be denied the benefit of, or otherwise discriminated against, in connection with the award and/or performance of any contract or award, or modification of any contract or award, between a Bidder and the FCCFA on such basis.

The fundamental tenets of this Non-Discrimination Policy are as follows:

- All Bidders should have an equal opportunity to compete with respect to contract and procurement activities of the FCCFA, regardless of race, color, sex, disability, age, religion, veteran status, or national origin;
- No Bidder shall have engaged or shall engage in any kind of unlawful discrimination involving race, color, sex, disability, age, religion, sexual orientation, disability reasonably accommodated, veteran status, national origin, or Other Prohibited Basis, whether or not such unlawful discrimination is related to a contract or procurement activity with or for the FCCFA;
- The FCCFA through its staff, management company, and other contractors will (i) monitor and provide periodic reports to the FCCFA regarding compliance by the FCCFA and its contractors with this Non-Discrimination Policy; (ii) collect and record information on the use of minorities and women in contracting and procurement activities; and (iii) analyze data to evaluate the utilization of minorities and women in the FCCFA's contracting and procurement activities;
- The FCCFA shall review this Non-Discrimination Policy periodically to ensure that it effectively promotes and achieves non-discrimination and equal opportunity in connection with FCCFA contracting and procurement activities; and
- All Bidders shall comply with this Non-Discrimination Policy. A Bidder's success or failure to comply with this Non-Discrimination Policy will be a factor in any award of contracts or procurement from the FCCFA to such Bidder.

The FCCFA through its staff, management company, and other contractors shall be responsible for implementing, monitoring, and evaluating this Non-Discrimination Policy.

The FCCFA staff shall periodically review this Non-Discrimination Policy to ensure that it effectively promotes non-discrimination and equal opportunity in connection with the FCCFA's contracting and procurement activities and periodically report to the Board of Directors regarding compliance by the FCCFA and its contractors.

If the FCCFA determines that the objectives of this policy are not being achieved, the FCCFA may, in its discretion, direct the Executive Director to conduct further investigations into the reasons for not achieving such objectives.

This Non-Discrimination Policy applies to all contracting and procurement activities of the FCCFA, including contracting for construction, professional and non-professional services, and procurement of goods and supplies.

This Non-Discrimination Policy shall be referenced in each bid and RFP or qualification document issued by the FCCFA. A Bidder's failure to comply with this Non-Discrimination Policy may result in (a) debarment from participation in future FCCFA contracting opportunities, (b) liability

for breach of contract, and (c) the enforcement of any other remedies available under the related contract or applicable law.

END OF INSTRUCTIONS

Technical Specifications

General Vehicle Overview

Each bid shall include pricing for two mid-size sport utility vehicles (Ford Escape, or approved equivalent), one pick-up truck (Ford F150, or approved equivalent), and one box truck (Ford F750, or approved equivalent). Vehicles shall be provided with the features, functions, and capabilities as described herein.

Required Features, Functions, and Capabilities

1. Vehicle One – 2019 Ford Escape, or approved equivalent.

- 4-door, four-wheel drive
- EcoBoost 1.5L I-4 DOHC with gasoline direct injection, 179 horsepower
- 6 speed automatic transmission with overdrive
- Brake assistance
- Traction control
- Battery with run down protection
- Automatic air conditioning
- Tinted glass
- LED brake lights
- 17 x 7.5 aluminum wheels
- Driver and front passenger seat mounted side airbags
- 60-40 folding rear split-bench
- 4-wheel ABS
- Electric parking brake
- P 235/55R17 BSW AS H-rated tires
- Advanced traction with roll stability control
- Daytime running
- Variable intermittent wipers
- Dual front airbags
- Airbag occupancy sensor
- Rear window defroster

2. Vehicle Two – 2019 Ford Escape, or approved equivalent.

- 4-door, four-wheel drive
- EcoBoost 1.5L I-4 DOHC with gasoline direct injection, 179 horsepower
- 6 speed automatic transmission with overdrive
- Brake assistance
- Traction control
- Battery with run down protection
- Automatic air conditioning

- Tinted glass
- LED brake lights
- 17 x 7.5 aluminum wheels
- Driver and front passenger seat mounted side airbags
- 60-40 folding rear split-bench
- 4-wheel ABS
- Electric parking brake
- P 235/55R17 BSW AS H-rated tires
- Advanced traction with roll stability control
- Daytime running
- Variable intermittent wipers
- Dual front airbags
- Airbag occupancy sensor
- Rear window defroster

3. Vehicle Three – 2019 Ford F-150, Regular Cab, or approved equivalent.

- 4x4 Regular Cab Styleside 6.5' box 122" WB
- Bed liner to be included
- Snow Dog Plow/Salt Spreader to be included
- 5.0 L V-8 DOHC with port/direct injection 395 horsepower
- 10 speed automatic transmission with overdrive
- Rear axle capacity: 4,800 pounds
- Rear spring rating: 3,800 pounds
- Frame yield strength: 49,300 psi
- Front axle capacity: 3,750 pounds
- Front spring rating: 3,150 pounds
- Frame section modulus: 5 cubic inches
- Brake assistance
- Traction control
- Battery with run down protection
- Automatic air conditioning
- Tinted glass
- 17 x 7.5 steel wheels
- Driver and front passenger seat mounted side airbags
- 4-wheel ABS
- Electric parking brake
- P 265/70R17 OWL AT S-rated tires
- Advanced traction with roll stability control
- Daytime running
- Variable intermittent wipers
- Dual front airbags

- Airbag occupancy sensor
- Rear window defroster
- Rear locking differential driver selectable

4. Vehicle Four – 2019 Ford F750 Diesel, Regular Cab, or approved equivalent.

- Regular Cab Base (F7D)
- Maxon TE-25 48x80 Rear Lift Gate
- 26 ft. Morgan Dry Freight Box
- 6.7L V-8 OHV with diesel direct injection 270 horsepower
- 6 speed automatic transmission with overdrive
- 4-wheel ABS, hydraulic disc brakes
- Rear axle capacity: 21,000 pounds
- Rear spring rating: 21,000 pounds
- Frame yield strength: 80,000 psi
- Front axle capacity: 10,000 pounds
- Front spring rating: 10,000 pounds
- Frame section modulus: 15.1 cubic inches
- Cab to axle: 186"
- Axle to end of frame: 120"
- 200-amp alternator
- Air conditioning
- Dual manual mirrors
- 22.5 x 8.23 white steel disc wheels
- Vinyl seats
- Multi-leaf rear springs
- Right mounted horizontal muffler, right mounted horizontal tailpipe
- 279/82R22.5 G BSW AS tires
- Tachometer
- Folding low back driver bucket seat, low back passenger bucket seat
- 1,500-amp (total) dual batteries
- Side steps
- 50.0 gallon left front fuel tank
- Fuel/water separator
- Engine retarder

FORM OF PROPOSAL

Submitted By: _____

On: _____, 2019

To: Franklin County Convention Facilities Authority
400 North High Street, 4th Floor
Columbus, Ohio 43215-2096

Having read the Bid Documents and examined the Technical Specifications entitled:

Bid Package 2019-1 – Vehicles

the undersigned proposes to furnish all goods and materials and perform all labor as specified, described, shown, and required in the Contract Documents, and Technical Specifications, for the indicated sum.

(NOTE: Fill in all spaces of items being bid and quote the sum in both words and figures.)

Total goods for the project – **Bid Package 2019-1 – Vehicles** – for the lump sum amount of:

Dollars (\$ _____)

BID GUARANTY AND CONTRACT BOND

KNOWN ALL MEN BY THESE PRESENT, that we the undersigned

(Name and Address)

As Principal and

(Name of Surety)

As Surety, are hereby held and firmly bound unto Franklin County Convention Facilities Authority as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on this Contract for four vehicles for the Greater Columbus Convention Center. The penal sum referred to herein shall be the dollar amount of the Principals' bid to the Obligee. Incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$_____).

(If the above line is left blank, the penal sum shall be the full amount of the Principal's bid, including add alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including add alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that where the above-named Principal has submitted a bid on the above referred to project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the Work covered by the bid; or in the event the Obligee does not award the Contract to the next lowest Bidder and resubmits the Project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, or printing new contract documents, required advertising and printing mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid on the Principal and the Principal, within ten (10) days after the awarding of the Contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract, and indemnify the Obligee against all damage suffered by failure to perform such

Contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore, and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in carrying forward, performing, or completing of said Contract; we are agreeing and assenting that this undertaking shall be for the benefit of any materialman, subcontractor or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on its Bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the Contract or to the specifications.

SIGNED AND SEALED This _____ day of _____, 2019.

PRINCIPAL:

BY:

TITLE:

SURETY:

SURETY COMPANY ADDRESS:

BY:

Attorney-in-Fact

If the requirements of Section 3905.41 of the Ohio Revised Code are applicable or if Surety Agent's Address is other than Ohio, and the Ohio Department of Insurance's Certificate of Compliance is not attached, please complete Ohio Residence Information as follows:

Agency Name:

Surety Agent's Address:

Telephone:

Note: Failure by party to sign this Bid Guaranty and Contract Bond shall result in rejection of bid.

CONTRACT

THIS CONTRACT MADE and entered into this _____ day of _____, 2019
by and between:

(Seller's name)

(Seller's Address)

Hereinafter referred to as the "Seller" and the Franklin County Convention Facilities Authority ("Owner"), through its Executive Director, acting as set forth in Chapter 351, Sections 307.86 through 307.91 of the Ohio Revised Code, with a principal place of business at 400 North High Street, Columbus, Ohio 43215.

WITNESSETH, that the said Seller, for the consideration stated herein, hereby agrees as follows:

ARTICLE 1. DESCRIPTION OF THE WORK

The Seller, under the direction and to the satisfaction of the Owner or its authorized representative shall and will provide the necessary materials, tools and equipment, and all utility, installation, and transportation services, and perform all labor necessary to complete in a satisfactory manner all the work for:

BID PACKAGE #2019-1 – VEHICLES

As set forth in the Request for Bids, dated February 25, 2019, and the Seller's Bid dated _____, 2019 in strict accordance with the Form of Proposal, the Technical Specifications, and other Contract Documents, which are a part thereof, are made a part of this Contract. The Owner reserves the right to accept any bid alternatives or proposed substitutions, provided such action is taken in sufficient time so as not to delay the Seller in its performance hereunder.

ARTICLE 2. CONTRACT DOCUMENTS

The Notice to Bidders, Instructions to Bidders, Form of Proposal, Technical Specifications, and all other documents mentioned herein, are available for examination by the Seller during regular business hours at the offices of the Owner, all of the aforesaid, including this Contract, being hereinafter sometimes referred to as the Contract Documents. The Seller represents and agrees that it has carefully examined and understands this Contract and the other Contract Documents, has investigated the conditions and difficulties under which it is to perform, and that it enters into this Contract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the Owner, SMG, or of any of their respective officers, agents, servants, employees, or representatives.

This Contract and the other Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of a Contract Document irreconcilably conflicts with a provision of the other Contract Documents, the provision imposing the greater duty or obligation on the Seller shall govern.

The goods and materials to be provided by Seller hereunder are to be furnished and delivered under the direction of and in coordination with the Owner's Facility Management Company, SMG ("SMG"), and to the satisfaction of the Owner. The decision of SMG as to the true construction, meaning, and intent of the Technical Specifications shall be final and binding upon the Seller. The Owner will furnish to the Seller such additional information as may be prepared by SMG to further describe the goods and materials to be furnished by the Seller, and the Seller shall conform to and abide by the same.

ARTICLE 3. WARRANTY & DEFECTIVE GOODS

The Owner and SMG or their authorized representatives, shall at all times be permitted to inspect the goods provided by the Seller to the Owner under this Contract, including materials, relevant data, and records. The Seller shall, within twenty-four hours after receiving written notice from the Owner or its authorized representative to that effect, remove from the Owner's premises all goods or materials found to be defective by the Owner or its authorized representative(s). If any tender or delivery by Seller is rejected by the Owner or its authorized representative(s) for non-conformity to the Contract Documents, no notice to the Owner of the Seller's intention to cure such non-conformity shall be effective unless received in writing by the Owner within five (5) days of the goods having been rejected.

Notwithstanding any inspection made, or which could have been made by the Owner, the Seller warrants that (1) the goods to be supplied pursuant to this Contract are fit and sufficient for the purpose intended; (2) the goods are merchantable, of good quality, and free from material defects, whether patent or latent, in material or workmanship; and (3) the goods sold to the Owner pursuant to this Contract conform to the Contract Documents in every respect and the intended purposes set forth therein. Should for whatever reason, the Owner or its authorized representative refuse acceptance of goods which conform to the Contract Documents, the Owner shall in no event pay the Seller more than fifteen percent (15%) of the purchase price of the goods as a restocking charge at Seller's sole remedy.

The benefit of any warranty made by the Seller under this Contract shall extend to the Owner and to the employees, agents, or contractors of the Owner and the Owner or any of its employees, agents, or contractors may bring action against the Seller for any damages or injuries sustained as a result from any breach of warranty by the Seller.

ARTICLE 4. TIME OF COMPLETION

The timely delivery of the Seller's goods is the essence of this Contract. The Seller shall have fully and faithfully performed all obligations herein agreed to no later than three (3) months after receipt of firm contract award.

The Seller shall not be responsible for damages or for failure to make delivery in the event of strikes, fires, accidents, and any other cause beyond the reasonable control of the Seller.

ARTICLE 5. RELATED WORK

Should the Seller's proper and accurate performance under this Contract depend upon the proper and accurate performance of other work not covered herein, the Seller shall carefully examine such other work, and determine whether it is in fit, ready, and sustainable condition for the Seller's proper and accurate performance hereunder.

ARTICLE 6. LOSS OR DAMAGE TO WORK

The risk of loss from any casualty to the goods, regardless of the cause of the casualty shall be on the Seller until the goods have been accepted into the custody of the Owner as provided herein. Neither the Owner nor SMG shall be responsible for any loss or damage to the goods or materials to be furnished under this Contract, however caused, until after final acceptance thereof by Owner or SMG, nor shall Owner or SMG be responsible for loss of or damage to materials, tools, equipment, appliances, or other personal property owned, rented, or used by the Seller or anyone employed by it.

ARTICLE 7. INCIDENTAL DAMAGES

The Seller shall be held liable for any incidental damages suffered by Owner resulting from Seller's failure to perform under this Contract, including expenses reasonably incurred in inspection, receipt, transportation, and care and custody of goods rightfully rejected, any commercially reasonable charges, commissions in connection with effecting cover, and any other reasonable expense incident to the delay or other breach.

ARTICLE 8. CONTRACT AMOUNT AND PAYMENT

The total amount of this Contract is _____ dollars (\$_____) subject to any additions or deductions made in accordance with the Contract Documents. Such sum shall be paid in current funds within 30 days upon payment request issued by the Seller and approved by the Owner after delivery of the goods and services.

ARTICLE 9. LIENS OR CLAIMS

The Seller warrants and represents that is has absolute and good title to and full right to dispose of the goods and that there are no liens, claims, or other encumbrances of any kind against the goods, and that at the time of delivery the goods shall be free of any security interest or other lien or encumbrance. If there is a breach by Seller of the warranty against encumbrances granted by Seller in this Contract or any other warranty on the part of the Seller, the Owner shall have the option to cancel this Contract.

ARTICLE 10. INSURANCE & INDEMNIFICATION

Seller at all times during the performance of this Contract shall maintain insurance to protect from claims for personal injury, direct or derivative, including death, or claims of property damage,

resulting from operations under this Contract, in an amount and form specified in the Contract Documents.

ARTICLE 11. LIABILITY

Notwithstanding anything to the contrary contained herein, no deficiency or other judgment for payment or any amount payable hereunder or for any money damages, or for any interest on any of such, shall in any event be sought or entered by the Seller against any member of the Owner personally or against any officer, employee or representative of Owner personally in any action to collect any amount arising hereunder, Seller agreeing hereby to look solely to the Owner's interest in this Contract, provided however, that the provisions of this Article 11 shall not in any way affect other rights and remedies available to the Seller for payment of amounts due hereunder.

ARTICLE 12. TAXES

Owner is exempt from the payment of sales and use taxes, as set forth in Ohio Revised Code Section 351.12. Unless otherwise required by law, Seller shall have sole and exclusive liability for all sales, use, excise, and other taxes, charges, or contributions with respect to or imposed on any work or services supplied by the Seller hereunder, including such taxes or contributions imposed on the wages, salaries, and other remuneration paid to persons employed by the Seller and its suppliers or subcontractors in the performance of this Contract, and the Seller certifies that such taxes or contributions shall be deducted and paid over to the proper governmental authorities. The Seller shall pay all such taxes and contributions before delinquency or discount date and hereby agrees to indemnify and hold harmless the Owner from any liability and expense by reason of the Seller's failure to pay such taxes or contributions.

ARTICLE 13. EXTENT OF CONTRACT

This Contract, together with the Contract Documents, represents the entire and integrated agreement between the Owner and the Seller and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the Owner and the Seller. Without limiting the foregoing, no additional or contrary term contained in any invoice, acknowledgement, bill of lading, or other document issued by Seller will modify or become part of this Contract unless such term is incorporated in this Contract by the Owner's specified and separate written agreement.

ARTICLE 14. SUCCESSORS AND ASSIGNS

Owner and Seller, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Owner shall have the right to assign and transfer its interests herein to any entity which undertakes to own and develop the Project, provided, however, that such entity is financially competent to meet the Owner's obligations under this Contract, evidence of which Seller may reasonably require. Seller shall not assign, sublet, or transfer any interest in this Contract without the written consent of the Owner.

ARTICLE 15. REMEDIES

All claims, counterclaims, disputes, or any other matters in question between the Owner, its agents or employees, and Seller, its agents and employees, arising out of or relating to this Contract or its breach shall be decided by SMG, whose decision shall be binding if made in good faith.

IN WITNESS WHEREOF, the parties hereto set their hands on the day and year first above mentioned.

SELLER:

OWNER:

FRANKLIN COUNTY CONVENTION
FACILITIES AUTHORITY

BY: _____

BY: _____

ITS: _____

ITS: Executive Director

DATE: _____

DATE: _____