



**REQUEST FOR BIDS:**

**Artwork Framing and Matting Services  
For the Hilton Columbus Downtown Hotel**

**Due: September 22, 2020**

Issued by:

Franklin County Convention Facilities Authority  
400 North High Street, 4<sup>th</sup> Floor  
Columbus, Ohio 43215  
Phone: (614) 827-2800  
Fax: (614) 827-2806

[www.meetuscolumbus.com](http://www.meetuscolumbus.com)

## NOTICE TO BIDDERS

Sealed bids will be received by the Franklin County Convention Facilities Authority (“FCCFA”) until **September 22, 2020 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 #2020-1 – Art Framing Services**

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

The Instructions to Bidders, Form of Proposal, Technical Specifications, and other Contract Documents may be obtained by prospective bidders from the offices of the FCCFA by contacting Jordan Edmonds at [jedmonds@fccfa.org](mailto:jedmonds@fccfa.org). General information regarding the FCCFA, including copies of the Bid Documents can be found on its website at [www.meetusincolumbus.com](http://www.meetusincolumbus.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](mailto:jedmonds@fccfa.org).

Bids shall be sealed and addressed to:

**Franklin County Convention Facilities Authority**  
**400 North High Street, 4<sup>th</sup> 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.

The success of the Hilton Columbus Downtown Hotel has increased demand for more hotel rooms located near the Greater Columbus Convention Center. With this increased demand the FCCFA now has an opportunity to enhance the number and size of conventions, meetings and tradeshow held within its facilities; however, the current inventory of full-service convention quality hotel rooms in close proximity to the center makes expanding business difficult. Many prime competitors have significantly larger hotel packages than Columbus. The downtown hotel community, Experience Columbus (the convention and visitors bureau), and ASM Global (the manager of the convention center) have indicated that the top priority for improving the competitiveness of Columbus as a convention destination is the development of a 1,000-room full-service convention hotel adjacent to the convention center.

Constructed in 2010, the Hilton Columbus Downtown Hotel currently has 532 rooms, a 12,000 square foot ballroom, and 12,000 square feet of breakout meeting space. The Hilton is connected to the convention center via a skybridge. To achieve the goal of a 1,000-room full-service convention hotel, the FCCFA and its partners have determined it is in the Greater Columbus community’s best interest to construct a 463-room expansion of the Hilton Columbus Downtown. The expansion will be located on land currently controlled by the FCCFA and located directly across High Street from the existing Hilton property. Movement between the hotel towers is anticipated to be achieved via the existing skybridge and a short corridor located on level two of the existing convention center. The hotel expansion’s lobby will open directly into the convention center. Hotel parking will be accommodated at the FCCFA’s Ohio Center garage facility, which will open in 2020, or at the FCCFA’s other parking facilities.

As part of the hotel expansion project the FCCFA will continue to promote and support local art initiatives through the display of local artwork at the hotel. To support this goal the FCCFA is seeking bids from interested vendors to provide artwork framing and matting services for the hotel’s art collection, as specified in the following Bid Documents.

More information regarding the FCCFA can be found on its website: [www.meetusincolumbus.com](http://www.meetusincolumbus.com).

## ARTICLE 2: GENERAL REQUIREMENTS

- a) All Forms of Proposal (bids), 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, 4<sup>th</sup> Floor  
Columbus, Ohio 43215  
Attention: Jordan Edmonds

- b) Submittals will be received until **September 22, 2020 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 Bid Documents will be mailed, faxed, or emailed to each vendor registered as having received a set of the Bid Documents.
- e) Questions regarding the Bid Documents or Technical Specifications shall be submitted in writing via email to Jordan Edmonds at [jedmonds@fccfa.org](mailto: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 **Tuesday September 15, 2020 at 5:00 PM EST**.
- f) The anticipated procurement schedule (which is subject to change) is as follows:

MILESTONE	DATE
Bid Documents Issue Date	9/8/2020
Final Questions Deadline	9/15/2020
Final Addendum	9/17/2020
Bid Due Date/Bid Opening	9/22/2020
Contract Execution	9/30/2020

## 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 the framing and matting of approximately 1,500 works of art of various sizes as described in the Technical Specifications. The FCCFA shall provide

the successful Bidder with camera ready copies of each work of art requiring framing and matting services. Failure to provide pricing on all aspects of the project shall render the bid unresponsive and shall disqualify the Bidder from consideration.

- c) Bidders shall provide a portfolio containing previous projects similar in size and scope to the art framing project contemplated herein.
- 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: SELECTION CRITERIA**

The FCCFA shall evaluate each Bid based on the lump sum price submitted by the Bidder, the Bidder’s history of successful completion of previous projects, and the Bidder’s compliance with the Technical Specifications. Each factor shall be weighed equally in the determination of the lowest and best bid.

The estimated project budget is \$350,000.

**ARTICLE 5: 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 performed or services provided under the Contract, whether such operations or services be by itself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the FCCFA and Reese Brothers Productions as named insureds. 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 framed and matted works of art, the Bidder assumes all risk of loss and damage to the works of art.

## **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 bid or 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 a 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 vendor.

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 the 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, sexual orientation, 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, sexual orientation, 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

## Art Framing Services Overview

Each bid shall include pricing for the framing and matting of approximately 1,500 works of art as described herein. The final design of the frames shall be subject to the FCCFA's approval. Please note that the FCCFA shall provide the selected Bidder with camera ready copies of each work of art to be printed on canvas or artist paper as described below.

### Description:

#### **1. King Room Artwork**

- a. Quantity: 450
- b. Size: 48" w x 36" h
- c. Required Services:
  - i. Provide prints on canvas
  - ii. Mount to backing
  - iii. Install 1 3/4" matte black floater frame
  - iv. Include security hardware

#### **2. Mini-bar Artwork**

- a. Quantity: 450
- b. Size: 26" w x 30" h
- c. Required Services:
  - i. Provide prints on artist paper
  - ii. Double openings on mat
  - iii. Mount to backing
  - iv. Install plexi-glass covering
  - v. Install 1 3/16" w x 7/8" h matte black frame
  - vi. Include security hardware

#### **3. Bathroom Artwork**

- a. Quantity: 450
- b. Size: 24" w x 27" h
- c. Required Services:
  - i. Provide prints on canvas
  - ii. Mirror wrap corners
  - iii. Mount to backing
  - iv. Install 1 3/4" matte black floater frame
  - v. Include security hardware

#### **4. Corridor Artwork**

- a. Quantity: 168
- b. Size: 36" w x 48" h
- c. Required Services:

- i. Provide prints on canvas or artist paper
- ii. Mount to backing
- iii. Install plexi-glass covering
- iv. Install 1 5/8" w x 1 3/8" h matte black frame
- v. Include security hardware

**FORM OF PROPOSAL**

Submitted By: \_\_\_\_\_

On: \_\_\_\_\_, 2020

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

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

**Bid Package 2020-1 – Art Framing and Matting Services**

the undersigned proposes to furnish all goods and materials and perform all labor as specified, described, shown, and required in the Bid 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 2020-1 – Art Framing and Matting Services** – for the lump sum amount of:

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_)

## **ART FRAMING AND MATTING SERVICES AGREEMENT**

THIS AGREEMENT FOR ART FRAMING AND MATTING SERVICES (the “Agreement”) is made this \_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”) by and between \_\_\_\_\_ (the “Framer”), located at \_\_\_\_\_, and the Franklin County Convention Facilities Authority, a body both corporate and politic duly created and existing under Chapter 351 of the Ohio Revised Code, having a business address of 400 North High Street, Columbus, Ohio 43215 (the “Authority”).

WITNESSETH, that the said Framer and the Authority, for the consideration stated herein, hereby agree as follows:

### **ARTICLE 1. DESCRIPTION OF THE WORK**

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

#### **The Hilton Columbus Downtown**

For a project known as:

#### **BID PACKAGE #2020-1 – ART FRAMING AND MATTING SERVICES**

As set forth in the Request for Bids, dated September 8, 2020, and the Framer’s Bid dated September 22, 2020, in strict accordance with the specifications and other Contract Documents on file in the office of the Authority including the Form of Proposal, the Specifications, and other Contract Documents, which are a part thereof, are made a part of this Contract. The Authority 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 Framer in its performance hereunder. The specific services are further defined in Appendix A of this Agreement. The Authority shall be responsible for supplying Framer with camera ready copies of each work of art which shall be the subject of the Framer’s services under this Agreement.

### **ARTICLE 2. CONTRACT DOCUMENTS**

- (a) The Notice to Bidders, Instructions to Bidders, Form of Proposal (bid), Technical Specifications, and all other documents mentioned therein, are available for examination by the Framer during regular business hours at the offices of the Authority, all of the aforesaid, including this Agreement, being hereinafter referred to as the Contract Documents.
- (b) This Agreement 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 Framer shall govern.

- (c) The goods, materials, and services to be provided by the Framer hereunder are to be furnished and delivered under the direction of and in coordination with the Authority's art consultant, Reese Brothers Productions ("Reese Brothers"), and to the satisfaction of the Authority. The decision of the Reese Brothers as to the true construction, meaning and intent of the Specifications shall be final and binding upon the Framer. The Authority will furnish to the Framer such additional information as may be prepared by the Reese Brothers to further describe the goods and materials to be furnished by the Framer, and the Framer shall conform to and abide by the same.

### **ARTICLE 3. WARRANTY & DEFECTIVE GOODS**

- (a) The Authority and the Reese Brothers or their authorized representatives, shall at all times be permitted to inspect the goods provided by the Framer to the Authority under this Agreement, including materials, relevant data, and records. The Framer shall, within twenty-four hours after receiving written notice from the Authority or its authorized representative to that effect, remove from the Authority's premises all goods or materials found to be defective by the Authority or the Reese Brothers. If any tender or delivery by the Framer is rejected by the Authority or the Reese Brothers for non-conformity to the Contract Documents, no notice to the Authority of the Framer's intention to cure such non-conformity shall be effective unless received in writing by the Authority within five (5) days of the goods having been rejected.
- (b) Notwithstanding any inspection made, or which could have been made by the Authority, the Framer warrants that (i) the goods supplied pursuant to this Agreement are fit and sufficient for the purpose intended; (ii) the goods are merchantable, of good quality, and free from material defects, whether patent or latent, in material or workmanship; and (3) the goods and services sold to the Authority pursuant to this Agreement conform to the Contract Documents in every respect and the intended purposes set forth therein. Should for whatever reason, the Authority or its authorized representative refuse acceptance of goods which conform to the Contract Documents, the Authority shall in no event pay the Framer more than fifteen percent (15%) of the purchase price of the goods as a restocking charge as Framer's sole remedy.
- (c) The benefit of any warranty made by the Framer under this Agreement shall extend to the Authority and to the employees, agents, or contractors of the Authority and the Authority or any of its employees, agents, or contractors may bring action against the Framer for any damages or injuries sustained as a result from any breach of warranty by the Framer.

### **ARTICLE 4. FRAMER'S REPRESENTATIONS AND WARRANTIES**

- (a) Framer hereby represents and warrants to the Authority as follows:

- i. Framer has full legal authority to enter into this Agreement, to make the representations and warranties contained herein, and to complete the services contemplated herein.
  - ii. There are no actions or proceedings pending against Framer in any court or other dispute resolution forum, nor are there any replevins, judgments, or executions now in force, nor has any petition in bankruptcy been filed by or against or made by Framer, nor has Framer taken advantage of any law relating to insolvency.
  - iii. That Framer shall have inspected the framed works of art prior to delivery to the Authority in order to ascertain whether the frames are free from any manufacturing defects or other damage. Framer shall correct any defective, damaged or nonconforming portions of the frames prior to delivery to the Authority.
- (b) Framer and the Authority acknowledge the representations, warranties, and covenants made by Framer herein shall survive payment for, completion of the required services and delivery of the framed works of art to the Authority, and have been made by Framer for the purpose and with the intent of inducing the Authority to purchase the Framer's goods and services knowing that the Authority will rely on each of the representations, warranties, covenants and reports of Framer in purchasing the goods and services and paying the Contract Sum to Framer.
- (c) The Framer represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the conditions and difficulties under which it is to perform, and that it enters into this Agreement 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 Authority, Reese Brothers Productions, or of any of their respective officers, agents, servants, employees or representatives.

## **ARTICLE 5. TERM AND TERMINATION**

- (a) The timely delivery of the Framer's goods and completion of the Framer's services is the essence of this Agreement. The Framer shall have fully and faithfully performed all obligations herein agreed to no later than \_\_\_ months after delivery by the Authority and receipt by the Framer of the Authority's works of art which are the subject of the Framer's services under this Agreement.
- (b) The Framer shall not be responsible for damages or failure to make delivery in the event of strikes, fires, accidents, and any other causes beyond the reasonable control of the Framer.
- (c) The Authority may terminate this Agreement for convenience at any time and for any reason whatsoever, or no reason at all. Should the Authority exercise this right of

termination then Framer shall be entitled to payment for all work performed up to the date of termination on a pro rata basis. Upon termination of this Agreement, Framer shall return to the Authority all of the Authority's property.

#### **ARTICLE 6. RELATED WORK**

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

#### **ARTICLE 7. LOSS OR DAMAGE TO WORK**

- (a) The risk of loss from any casualty to the goods, regardless of the cause of the casualty shall be on the Framer from the time the Authority's artwork and other property is delivered to the Framer to be framed and matted until the framed and matted artwork has been accepted into the custody of the Authority as provided herein. Neither the Authority nor the Reese Brothers shall be responsible for any loss or damage to the goods or materials to be furnished under this Agreement, however caused, until after final acceptance thereof by the Authority, nor shall the Authority or the Reese Brothers be responsible for loss of or damage to materials, tools, equipment, appliances, or other personal property owned, rented, or used by the Framer or anyone employed by it.

#### **ARTICLE 8. INCIDENTAL DAMAGES**

- (a) The Framer shall be held liable for any incidental damages suffered by the Authority resulting from Framer's failure to perform under this Agreement, including expenses reasonably incurred in inspection, receipt, transportation, and care and custody of the framed artwork rightfully rejected, any commercially reasonable charges, commissions in connection with effecting cover, and any other reasonable expense incident to the failure to perform.

#### **ARTICLE 9. CONTRACT SUM AND PAYMENT**

- (a) The total amount due the Framer for goods and services provided under this Agreement is \$\_\_\_\_\_ subject to any additions or deductions made in accordance with the Contract Documents. Such amount shall be paid in current funds within 30 days upon payment request issued by the Framer and approved by the Authority after completion of the Framer's obligations under this Agreement.

#### **ARTICLE 10. LIENS OR CLAIMS**

- (a) The Framer warrants and represents that it has absolute and good title to and full right to dispose of the goods and perform the required services 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 Framer of the warranty against encumbrances granted by Framer in this Agreement or any other warranty on the part of the Framer, the Authority shall have the option to terminate this Agreement.

- (b) The Framer for itself and for its subcontractors, laborers, materialmen, and all others directly or indirectly acting for, or through, or under Framer covenants and agrees that no mechanics' liens or claims, whether a mechanic's lien or an attested account or otherwise will be filed or maintained against the Authority's premises or any part thereof or any improvements thereon, or against any moneys due or to become due from the Authority to the Framer, for or on account of any work, labor, services, materials, equipment or other items performed or furnished in connection with the Framer's services under this Agreement, and the Framer for itself and its subcontractors, laborers and materialmen and all others above mentioned does hereby expressly waive, release, and relinquish all rights to file or maintain such liens and claims and agrees further that this waiver of the right to file or maintain mechanics' liens and claims shall be an independent covenant and shall apply as well to work, labor, and services performed and materials, equipment and other items furnish under any change order or supplemental supplies agreement for extra or additional work in connection with this Agreement.
- (c) If any subcontractor, laborer, or materialman of the Framer or any other person directly or indirectly acting for, through, or under Framer or any of them files or maintains a lien or claim, whether a mechanics' lien or an attested account or otherwise, against the Authority's premises or any part thereof of any interests therein or any improvements thereon or any moneys due or to become due from the Authority to the Framer, for or on account of any work, labor, services, materials, supplies, equipment, or other items performed or extra or additional work in connection with the services provided under this Agreement, the Framer agrees to cause such liens and claims to be satisfied, removed, or discharged at its own expense by bond, payment, or otherwise within ten (10) days from the date of the filing thereof, and upon its failure to do so the Authority shall have the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means the Authority chooses, at the entire cost and expense of the Framer (such cost and expense to include legal fees and disbursements). Framer agrees to indemnify, protect, and save harmless the Authority and/or Reese Brothers from and against any and all such liens and claims and actions brought, or judgments rendered thereon, and from and against any loss, damages, liability, costs and expenses, including legal fees and disbursements, which the Authority and/or Reese Brothers may sustain or incur in connection therewith.

#### **ARTICLE 11. INSURANCE & INDEMNIFICATION**

- (a) Framer at all times during the performance of this Agreement shall maintain insurance to protect from claims for personal injury, direct or derivative, including death, or claims of

property damage, resulting from the performance of Framer's services under this Agreement, in an amount and form specified in the Contract Documents.

- (b) Framer hereby agrees to indemnify, defend and hold harmless the Authority and its successors, assigns, agents, affiliates, and licensees (collectively, the "Authority Parties") from any and all demands, claims, suits, judgments, or other liability, including attorneys' fees and other expenses (collectively, "Liabilities") incurred by or asserted against the Authority or the Authority parties or awarded to any person or entity arising by reason of Framer's breach or alleged breach of any representation, warranty, or covenant contained in this Agreement.

## **ARTICLE 12. LIABILITY**

- (a) 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 Framer against any member of the Authority personally or against any officer, director, employee or representative of the Authority personally in any action to collect any amount arising hereunder, Framer agreeing hereby to look solely to the Authority's interest in this Agreement, provided however, that the provisions of this Article 12 shall not in any way affect other rights and remedies available to the Framer for payment of amounts due hereunder.
- (b) Except as expressly contained herein or defined within this Agreement, neither party shall be liable to the other for, and each party hereby waives and releases any claims that it has or may have against the other as to any special, incidental, consequential or punitive damages in connection with each party's performance under this Agreement, including, without limitation, claims for lost revenues, lost profits, loss of data, or loss of prospective economic advantage.

## **ARTICLE 13. TAXES**

- (a) The Authority is exempt from payment of sales and use taxes, as set forth in Ohio Revised Code Section 351.12. Unless otherwise required by law, Framer 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 Framer hereunder, including such taxes or contributions imposed on the wages, salaries, and other remuneration paid to persons employed by the Framer and its suppliers or subcontractors in the performance of this Agreement, and the Framer certifies that such taxes or contributions shall be deducted and paid over to the proper governmental authorities. The Framer shall pay all such taxes and contributions before delinquency or discount date and hereby agrees to indemnify and hold harmless the Authority from any liability and expense by reason of the Framer's failure to pay such taxes or contributions.

## **ARTICLE 14. EXTENT OF AGREEMENT**

- (a) This Agreement, together with the Contract Documents, represent the entire and integrated agreement between the Authority and the Framer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Authority and the Framer. Without limiting the foregoing, no additional or contrary term contained in any invoice, acknowledgment, bill of lading, or other document issued by Framer will modify or become part of this Agreement unless such term is incorporated in this Agreement by the Authority's specific and separate written consent.

#### **ARTICLE 15. SUCCESSORS AND ASSIGNS**

- (a) Authority and Framer, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Framer shall not assign, sublet, or transfer any interest in this Agreement without the written consent of the Authority.

#### **ARTICLE 16. REMEDIES**

- (a) All claims, counterclaims, disputes, or any other matters in question between the Authority, its agents or employees, and Framer, its agents and employees arising out of or relating to this Agreement or its breach shall be decided by Reese Brothers, whose decision shall be binding if made in good faith.

#### **ARTICLE 17. GOVERNING LAW; JURISDICTION**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties hereto agree to make concerted efforts to settle any dispute that may arise between them relating to this Agreement in an amicable manner without the necessity of litigation. However, any disputes arising from or in connection with this Agreement that are unable to be resolved amicably shall be submitted to the state and federal courts of competent jurisdiction located in Franklin County, Ohio.

#### **ARTICLE 18. MISCELLANEOUS**

- (a) From time to time upon request, and without further consideration therefor, each of the parties agrees to and shall execute and deliver such further instruments and take such further actions as the requesting party may reasonably require to fulfill the purposes of this Agreement.
- (b) If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons or circumstances shall remain in full force and effect.

- (c) The waiver by any party hereto of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of such provision, or to be a waiver of the provision itself, or to be a waiver of any other provision contained in this Agreement.
- (d) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**FRAMER:**

By: \_\_\_\_\_

**PURCHASER:**

**The Franklin County Convention  
Facilities Authority**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Art Framing Services Overview

The Framer shall design, fabricate, and frame approximately 1,500 works of art as described herein. The final design of the frames shall be subject to the FCCFA's approval. Please note that the FCCFA shall provide the selected Bidder with camera ready copies of each work of art to be printed on canvas or artist paper as described below.

#### Description:

##### **5. King Room Artwork**

- a. Quantity: 450
- b. Size: 48" w x 36" h
- c. Required Services:
  - i. Provide prints on canvas
  - ii. Mount to backing
  - iii. Install 1 3/4" matte black floater frame
  - iv. Include security hardware

##### **6. Mini-bar Artwork**

- a. Quantity: 450
- b. Size: 26" w x 30" h
- c. Required Services:
  - i. Provide prints on artist paper
  - ii. Double openings on mat
  - iii. Mount to backing
  - iv. Install plexi-glass covering
  - v. Install 1 3/16" w x 7/8" h matte black frame
  - vi. Include security hardware

##### **7. Bathroom Artwork**

- a. Quantity: 450
- b. Size: 24" w x 27" h
- c. Required Services:
  - i. Provide prints on canvas
  - ii. Mirror wrap corners
  - iii. Mount to backing
  - iv. Install 1 3/4" matte black floater frame
  - v. Include security hardware

## **8. Corridor Artwork**

- a. Quantity: 168
- b. Size: 36" w x 48" h
- c. Required Services:
  - i. Provide prints on canvas or artist paper
  - ii. Mount to backing
  - iii. Install plexi-glass covering
  - iv. Install 1 5/8" w x 1 3/8" h matte black frame
  - v. Include security hardware