



**REQUEST FOR BIDS:**

**China, Flatware, and Glassware**

**For the Greater Columbus Convention Center**

**Due: July 6, 2023**

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.meetusincolumbus.com](http://www.meetusincolumbus.com)

**NOTICE TO BIDDERS**

Sealed bids will be received by the Franklin County Convention Facilities Authority (“FCCFA”) until **July 6, 2023, at 3:00 PM EST** and will be publicly opened and read aloud immediately thereafter, for the furnishing of goods and services for the execution of:

**BID PACKAGE #2023-3 – China, Flatware, and Glassware**

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) or 614-827-2811. General information regarding the FCCFA 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**

State of Ohio and FCCFA Equal Employment Opportunity requirements, as provided for in this RFB, are applicable to this bid invitation for all work performed pursuant to the contract.

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 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, hotel, and arena.

To support GCCC food and beverage operations, the FCCFA, together with the GCCC’s food & beverage manager Levy Premium Foodservice, seeks to upgrade the GCCC’s supply of china, flatware, and glassware.

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 (collectively, the “Bid Documents”), 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 **July 6, 2023, at 3:00 PM EST** and will be publicly opened by the FCCFA at the time and location described above. Bidders are invited to be present at the opening of the bids.
- c) Blank spaces in the Form of Proposal (“Bid Form”) 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 hereafter. 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 Form of Proposal and any conditions, limitations, or provisions attached to the Form of Proposal may render the bid nonresponsive and result in its rejection.

Request for Bids – China and Glassware

- d) Any explanation, interpretation, correction or modification of the Technical Specifications or Bid Documents will be issued in the form of an addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall not be legally binding. All addenda shall become a part of the Contract Documents. Each change or addendum issued in relation to the Bid Documents will be mailed, faxed, or emailed to each firm registered as having received a set of the Bid Documents.
- e) Questions regarding the Bid Documents can 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 June 23, 2023, at 5:00 PM EST.
- f) The process schedule (which is subject to change) is as follows:

<b>MILESTONE</b>	<b>DATE</b>
Bid Documents Issue Date	June 15, 2023
Final Questions Deadline	June 23, 2023
Final Addendum	June 28, 2023
Bid Due Date/Bid Opening	July 6, 2023
Contract Execution	July 25, 2023

**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 provision of china, glassware, and flatware as described herein. Failure to provide pricing on all required goods and services shall render the bid unresponsive and shall disqualify the Bidder from consideration.
- c) All products shall be furnished by the same manufacturer. Bidders shall deliver a full place setting sample including the requested dinner plates, plate covers, flatware, and glassware with their bid. Samples of dollies and carafes are not required.
- d) The Bid Form requires unit prices for each item. The unit price shall include all costs related to that item (fabrication, special instructions, shipping, handling, warranty, etc.). The FCCFA reserves the right to add or subtract items from the final contract and may make a partial contract award of select items based upon the unit prices submitted.
- e) Bidders are reminded to sign and date their Bid Forms (in ink), and to be sure all required paperwork is included with their submittal.
- f) Bids shall be opened and read publicly at the time and place named in the notice and advertisement for bids. 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.

Request for Bids – China and Glassware

- g) Subject to the right of the FCCFA to reject any or all bids, the FCCFA will award the contract for the work to the bidder submitting the lowest and best bid, taking into consideration submitted unit pricing. In determining which bid is the lowest and best bid, the FCCFA may take into consideration not only the amount of the unit price bids but such of the following criteria as it, in its sole discretion, deems appropriate and may give such weight thereto as it deems appropriate:
- 1) The Bidder's financial ability to complete the contract successfully and on time;
  - 3) The Bidder's prior history of the successful and timely completion of similar projects;
  - 4) The Bidder's equipment and facilities;
  - 7) The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to, the prevailing wage law and Occupational Safety and Health Act;
  - 8) Depending upon the type of work, other essential factors such as the FCCFA may determine.
- h) Acceptance of the bid within the 60-day period following the opening of bids automatically assumes that if materials, labor, or other costs increase, such cost increases shall be absorbed by the Bidder. Award of contracts beyond the 60-day period shall be reviewed for increased costs after award of the contract only if the cause for delay is no fault of the bidder.
- i) If, in the opinion of the FCCFA, the acceptance of the lowest bid is not in the best interest of the FCCFA, the FCCFA may accept at its discretion, another bid so opened, or reject all bids and advertise for other bids. Such advertisement will be for such time, in such form and in such newspapers as may be directed by the Owner.
- j) No contract shall be awarded if the low bidder is more than 20% below the median of all other bids received for projects where the estimate is \$100,000 or more, and no contract shall be awarded if the low bidder is more than 25% below the median of all other bids received for projects where the estimate is less than \$100,000, unless the following occurs and/or are reviewed:
- 1) An interview with the low bidder, the purpose of which is to determine what, if anything, has been overlooked in the bid in question, and to analyze the process envisioned by the low bidder to complete the contract in question.
  - 2) The financial status of the bidder based upon certified financial statements submitted by each.
  - 3) Receipt of written confirmation by the low bidder that it has reviewed the bid in question.
  - 4) The record of the bidder in completing similar projects in the past.

If after review and consideration, the acceptance of the lowest and best bid is not in the best interest of the Owner, the Owner may accept another proposal so opened or reject all proposals and advertise for other bids.

- k) The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the bidder.

**ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION REQUIREMENTS**

The hiring of employees for the performance of work under this Request for Bids shall be done in accordance with the FCCFA’s Diversity, Equity & Inclusion (Non-Discrimination) Policy. The Bidder shall not discriminate against or intimidate any person hired for the performance of the contract requirements by reason of race, color, religion, national origin, ancestry, sex, handicap, sexual orientation, gender identity or expression or any other basis prohibited by law. Failure to comply with the FCCFA’s Diversity, Equity & Inclusion policy will result in rejection of the bid.

**ARTICLE 5: INSURANCE**

- a) The Bidder shall take out and maintain during the life of the purchase agreement, 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 purchase agreement, whether such operation 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 Levy Premium Foodservice Limited Partnership, the GCCC food and beverage manager, 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(s).

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. If any part of the goods or services is subcontracted, the Bidder is responsible for the subcontracted portions being adequately covered by the insurance described herein.

The Bidder assumes all risk of loss and damage to the goods that occurs prior to delivery of the goods to the FCCFA, unless such loss or damage occurs at the time the goods are being used or operated for the purposes designated by the FCCFA and such loss or damage is caused by an act of the FCCFA, its agents, or employees, which constitutes gross negligence or wanton misconduct.

- b) The Bidder shall take out and maintain, during the life of the purchase agreement, adequate worker's compensation insurance for all of the Bidder's employees at the site of the project, and in case any work is sublet, the Bidder shall require its subcontractors to similarly provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the Bidder. The Bidder shall furnish a copy of the worker's compensation certificate showing that the Bidder has paid all industrial insurance premiums.

#### **ARTICLE 6. FCCFA'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES**

- a) The FCCFA reserves the right to waive any and all defects and irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.
- b) By submitting the bid, the Bidder agrees that (i) the FCCFA's determination of whether a defect or irregularity affects the amount of the bid in any material respect or otherwise gives the Bidder a competitive advantage will be final and conclusive, and (ii) the Bidder will pay the FCCFA's attorneys' and consultants' fees related to any challenge to the bid procedure or process, brought directly or indirectly by the Bidder and/or any of its affiliates, which is unsuccessful.

#### **ARTICLE 7: ADDITIONAL INSTRUCTIONS & INFORMATION**

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 that the FCCFA determines, using the stated evaluation criteria, is not in the best interest of the FCCFA.

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.

A Bidder may withdraw their bid at any time prior to the award of a 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, as determined by the evaluation criteria.

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 the selection process. Any attempt by the Bidder to influence the selection process, by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

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 selection process 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 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 contracting 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 8: DIVERSITY, EQUITY & INCLUSION (Non-Discrimination) POLICY**

It is the position of the FCCFA that discrimination of any kind based upon age, sex, race, color, religion, disability, national origin, genetic information, ethnicity, ancestry, sexual orientation, gender identity or expression, family or marital status, military or veteran status, or any other basis prohibited by the laws of the United States, the State of Ohio, or the City of Columbus (“Protected Status”) is prohibited. No person shall be unlawfully denied the benefit of, or otherwise be discriminated against in connection with their employment, the award or performance of any contract, or the modification of any contract or award.

The fundamental tenets of this DEI Policy are as follows:

- All Contractors shall have an equal opportunity to compete with respect to contracting and procurement activities of the FCCFA, regardless of age, sex, race, color, religion, disability, national origin, genetic information, ethnicity, ancestry, sexual orientation, gender identity or expression, family or marital status, military or veteran status, or any other Protected Status;
- No Contractor or FCCFA employee shall have engaged or shall engage in any kind of unlawful discrimination involving age, sex, race, color, religion, disability, national origin,



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ethnicity, ancestry, genetic information, sexual orientation, gender identity or expression, family or marital status, or any other Protected Status, whether or not such unlawful discrimination is related to the FCCFA or any contract with the FCCFA;

- The FCCFA and any Contractor seeking to do business with the FCCFA shall, whenever possible, craft bid specifications which enable MBE/WBE participation that is consistent with demographics for the City of Columbus;
- The FCCFA through its staff, facility management companies and other contractors will (i) monitor and provide periodic reports to the FCCFA Board of Directors regarding compliance by the FCCFA and its Contractors with this DEI Policy; (ii) collect and record information on the inclusion of minorities and women in their contracting, procurement, and workforce activities; and (iii) analyze data to evaluate the inclusion of minorities and women in the FCCFA's contracting, procurement, and workforce activities. Specific reporting requirements shall include:
  - Semi-annual diversity profile updates from all key service partners and facility management companies;
  - Documentation of contractor compliance with this DEI Policy in any recommendation of award presented to the FCCFA Board of Directors;
  - Monthly board reports describing MWBE participation rates for all ongoing construction projects.
- The FCCFA shall review this DEI Policy periodically to ensure that it effectively promotes and achieves diversity, equity, inclusion, non-discrimination and equal opportunity in connection with the FCCFA's operations, and all contracting and procurement activities; and
- All Contractors and employees shall comply with this DEI Policy. A Contractor's success or failure to comply with this DEI Policy will be a factor in any award of a contract to such Contractor. An employee's success or failure to comply with this DEI Policy will be a factor considered in connection with any disciplinary measures or continued employment with FCCFA.

The FCCFA through its staff, facility management companies and other contractors shall be responsible for implementing, monitoring, and evaluating this DEI Policy.

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

This DEI 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.

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This DEI Policy shall be referenced in each bid and Request for Proposal or Qualifications document issued by the FCCFA. A Contractor's failure to comply with this DEI 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

### Base Bid

Bidders shall provide pricing for the following quantities and types of equipment:

Quantity	Description
2000	China – Dinner Plate 10-11” round
4000	China – B&B Plate – 6.5” round
2000	China – Saucer
3000	China – Dessert Plate – 6” square/rectangle
4500	China – Salad Plate – 8-8.5” round
2000	China – Coffee Cup – 10-12 oz.
3000	Plate Cover – metal
15	Dish Rack Dolly – Dinner Plate
15	Dish Rack Dolly – Salad/Dessert Plate
15	Dish Rack Dolly – B&B Plate
5	Dish Rack Dolly – Saucer
3000	Flatware – Dinner Fork
6000	Flatware – Salad/Dessert Fork
6000	Flatware – Dinner Knife
1000	Flatware – Butter Knife
4000	Flatware – Teaspoon
2000	Flatware – Soup Spoon
300	Saltshaker
300	Pepper Grinder
250	Cold Beverage Carafes
250	Hot Beverage Carafes
5000	Glassware – Water – Stemless – 16oz (tempered)
25	Rack Dolly

- All flatware should be minimum 18/10 stainless steel.
- All items must include a chip warranty, whether limited or lifetime.

**FORM OF PROPOSAL**

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

on: \_\_\_\_\_, 2023

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 2023-3 – China, Flatware and Glassware**

as prepared by the Franklin County Convention Facilities Authority for the construction of said project and having also received, read and included their provisions in the bid all addenda thereto as follows:

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

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

Bidders shall deliver a sample place setting with their bid.

All pages of the Form of Proposal must be included with the bid and must be signed and dated.

Total material, labor and services for the project – **BID PACKAGE 2023-3 – China, Flatware and Glassware** for the lump sum amount of:

\_\_\_\_\_

Dollars (\$ )

**Signature:**

Printed Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**Unit Pricing Form**

<b>Description</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
China – Dinner Plate 10-11” round		2000		
China – B&B Plate – 6.5” round		4000		
China – Saucer		2000		
China – Dessert Plate – 6” square/rectangle		3000		
China – Salad Plate – 8-8.5” round		4500		
China – Coffee Cup – 10-12 oz.		2000		
Plate Cover – stainless steel		3000		
Dish Rack Dolly – Dinner Plate		15		
Dish Rack Dolly – Salad/Dessert Plate		15		
Dish Rack Dolly – B&B Plate		15		
Dish Rack Dolly – Saucer		5		
Flatware – Dinner Fork		3000		
Flatware – Salad/Dessert Fork		6000		
Flatware – Dinner Knife		6000		
Flatware – Butter Knife		1000		
Flatware – Teaspoon		4000		
Flatware – Soup Spoon		2000		
Saltshaker		300		
Pepper Grinder		300		
Cold Beverage Carafes		250		
Hot Beverage Carafes		250		
Glassware – Water – Stemless – 16oz (tempered)		5000		
Rack Dolly		25		
			<b>Total</b>	<b>\$</b>

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

**FRANKLIN COUNTY CONVENTION FACILITIES AUTHORITY**

**Diversity, Equity & Inclusion Policy**

\_\_\_\_\_ hereby has reviewed the FCCFA’s diversity, equity & inclusion policy.

(Name of Contractor)

The Contractor agrees to comply with all policy requirements and, directly or indirectly, (1) has not engaged, is not engaged, and will not engage in any kind of unlawful discrimination involving age, sex, race, color, religion, disability, national origin, genetic information, ethnicity, ancestry, sexual orientation, gender identity or expression, family or marital status, or military or veteran status, 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 by the FCCFA, employ or contract with persons or businesses which the Contractor knows or has reason to know have engaged, are engaged, or will engage in any kind of unlawful discrimination involving age, sex, race, color, religion, disability, national origin, genetic information, ethnicity, ancestry, sexual orientation, gender identity or expression, family or marital status, or military or veteran status, whether or not such unlawful discrimination is related to a contract or procurement activity with or for the FCCFA. The Contractor further agrees to incorporate these requirements in all subcontracts on this project regardless of tier.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor or Authorized Representative

( ) Submitted own Affirmative Action Plan.

( ) Contractor has been certified as a minority and/or female owned business.

(Submit copy of certification as received from the federal government and/or any Ohio government unit or public authority).

**Note: This certification must be filled and signed. Failure to comply may invalidate your bid.**

**DECLARATION OF INSURANCE TO THE  
FRANKLIN COUNTY CONVENTION FACILITIES AUTHORITY**

THIS IS TO CERTIFY THAT THE FOLLOWING DESCRIBED POLICIES OF INSURANCE  
HAVE BEEN ISSUED AND ARE IN FULL FORCE AND EFFECT AT THIS TIME:

1. Name Insured (Contractor):
2. Address:
3. Title and Location: Franklin County Convention Facilities Authority -  
(Contract Job Site) Greater Columbus Convention Center
4. Project: China, Flatware and Glassware
5. Policy Number(s), Carriers and Expiration Dates:

LIMITS OF LIABILITY  
IN \$1,000 AMOUNTS

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TYPE OF INSURANCE	Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b>		
Comprehensive Form	Bodily Injury	\$
Premises-Operations		\$
Broad Form Property Damage		

List any manuscript or unusual exclusions for forms and attach copies.

It is agreed that sixty (60) days written notice of cancellation or material change in the described policy(s) will be given to the holder of this certificate, known as the Franklin County Convention Facilities Authority, 400 North High Street, Columbus, OH 43215.

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**Insurance Agency:**

Address:

Telephone:

**Contractor's Signature:**

**Agent's Signature:**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**FRANKLIN COUNTY CONVENTION FACILITIES AUTHORITY  
MANUFACTURER'S DECLARATION**

**Part A**

Bidder's Name and Address:

Project Title and Location: China, Flatware and Glassware

**Part B (Complete for all suppliers. Attach additional pages as needed)**

**Name:** \_\_\_\_\_ Type/Brand Name of Supplies: \_\_\_\_\_  
**Address:** \_\_\_\_\_ Phone: \_\_\_\_\_  
**Minority/Female Business:** \_\_\_\_\_ **Yes**  
\_\_\_\_\_ **No**

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**Name:** \_\_\_\_\_ Type/Brand Name of Supplies: \_\_\_\_\_  
**Address:** \_\_\_\_\_ Phone: \_\_\_\_\_  
**Minority/Female Business:** \_\_\_\_\_ **Yes**  
\_\_\_\_\_ **No**

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**Name:** \_\_\_\_\_ Type/Brand Name of Supplies: \_\_\_\_\_  
**Address:** \_\_\_\_\_ Phone: \_\_\_\_\_  
**Minority/Female Business:** \_\_\_\_\_ **Yes**  
\_\_\_\_\_ **No**

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**Name:** \_\_\_\_\_ Type/Brand Name of Supplies: \_\_\_\_\_  
**Address:** \_\_\_\_\_ Phone: \_\_\_\_\_  
**Minority/Female Business:** \_\_\_\_\_ **Yes**  
\_\_\_\_\_ **No**

**FRANKLIN COUNTY CONVENTION FACILITIES AUTHORITY  
BIDDER'S REVIEW CERTIFICATE**

The undersigned acknowledges that:

- (1) the bidder's authorized agent has carefully read and understood all of the Bid Documents submitted for the provision of China, Flatware and Glassware to the Greater Columbus Convention Center, including, but not limited to, the Notice to Bidders, Instructions to Bidders, Form of Proposal, this Contractor's Review Certificate, Technical Specifications; and
- (2) the Bid Documents are sufficient and adequate for the undersigned to supply the necessary goods and services.

**Dated:** \_\_\_\_\_

**Bidder:** \_\_\_\_\_

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

SIGNATURE

\_\_\_\_\_

TYPED OR PRINTED NAME

**Its:** \_\_\_\_\_

NOTE: The Bidder should review the Bid Documents so that the Bidder can give the acknowledgments contained in this Certificate.

# BIDDER RESPONSIBILITY ANALYSIS FORM

## FRANKLIN COUNTY CONVENTION FACILITIES AUTHORITY DETERMINATION OF LOWEST AND BEST BID

This form must be completed in its entirety and submitted with the Bid Form. Attach additional sheets if necessary to provide complete answers to the questions below. Do not include any misleading statements and make sure to include all facts necessary to make the statements made not misleading. The term “Project” means the project for which the attached bid is submitted. All references to “**Bidder**” should be answered with respect to the **actual legal entity** submitting the bid.

Subject to the right of the FCCFA to reject any or all bids, the FCCFA will award the Contract for the Work to the Bidder submitting the lowest and best bid, taking into consideration accepted alternates. In determining which bid is the lowest and best bid, the FCCFA may take into consideration not only the amount of the bid but such of the following criteria as the FCCFA, in its sole discretion, deems appropriate, and may give such weight thereto as it deems appropriate:

Bidder Name \_\_\_\_\_

Bid Package No.: \_\_\_\_\_ Contract No(s).: \_\_\_\_\_

Product (s) Supplied \_\_\_\_\_

1. Bidder shall provide all information listed below with its bid, unless otherwise noted. Failure to do so may, at the FCCFA’s discretion, result in rejection of the bid.
2. The FCCFA reserves the right to reject all bids.
3. On a separate sheet, provide information to demonstrate the Bidder’s previous performance on projects of similar size and scope.
4. Has the Bidder been in existence at least 36 months?

\_\_\_\_\_ Yes \_\_\_\_\_ No

5. Has the Bidder, or any principal, owner, officer, stockholder, affiliate or any person involved in the bidding, contracting or leasing process been cited in the last five (5) years for violations of or failure to comply with any laws including without limitation:

a. Workers’ compensation laws \_\_\_\_\_ Yes \_\_\_\_\_ No

b. Wage and hour laws \_\_\_\_\_ Yes \_\_\_\_\_ No  
(including the Davis-Bacon Act and the Ohio  
Prevailing Wage Act)

c. Unemployment laws \_\_\_\_\_ Yes \_\_\_\_\_ No

d. Tax laws \_\_\_\_\_ Yes \_\_\_\_\_ No



Request for Bids – China and Glassware

If yes, on a separate sheet, provide complete details including the date of each citation or violation; the nature of each violation; and the sanction for each violation. If the Bidder was fined, include the dollar amount.

For purposes of 5.a. above, a violation of the Workers' Compensation laws is a determination by the Ohio Bureau of Workers Compensation that the contractor is not in compliance with Ohio Workers' Compensation laws and regulations.

For purposes of 5.b. above, a violation of the Ohio Prevailing Wage Act is a determination by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Division, or successor that the contractor is not in compliance with the provisions, duties, obligations and is subject to the remedies and penalties of Chapter 4115 of the Ohio Revised Code.

6. Does Bidder have any outstanding liens? If yes, on a separate sheet identify each circumstance and Bidder's response.

\_\_\_\_\_ Yes \_\_\_\_\_ No

7. Has Bidder been party to litigation or arbitration proceedings in connection with any work performed, services rendered, or products supplied in the last five years? If yes, on a separate sheet, provide complete details, including dates, parties, whether Bidder was a plaintiff/claimant or defendant/respondent, the nature of the dispute and the ultimate determination or other resolution (i.e. settlement).

\_\_\_\_\_ Yes \_\_\_\_\_ No

8. Is the bidder a foreign corporation (i.e. not incorporated under the laws of Ohio) or an individual or partnership?

\_\_\_\_\_ Yes \_\_\_\_\_ No

9. If yes to Item 8 above, provide proof of a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State and/or proof of filing with the Secretary of State a Power of Attorney designating the Secretary of State as Bidder's agent.

10. Bidder shall certify that the Bidder's subcontractors / vendors shall meet all requirements contained herein.

The Undersigned certifies under oath that the information provided in the Bidder's Responsibility Analysis herein and on all supplemental pages of explanation is true, complete and correct.

\_\_\_\_\_

Company

By \_\_\_\_\_

Title \_\_\_\_\_

(Signature must be notarized)

Request for Bids – China and Glassware

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

By \_\_\_\_\_, the \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ on  
behalf of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CONTRACT**

THIS CONTRACT MADE and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between:

(Seller’s name)  
(Seller’s Address)

Hereinafter referred to as the “Seller” and the Franklin County Convention Facilities Authority (“Owner”), through the Executive Director, acting as set forth in Chapter 351, Sections 307.86 through 307.91 of the Ohio Revised Code, at Columbus, Ohio, hereinafter referred to as the “Owner”.

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

**ARTICLE 1. DESCRIPTION OF WORK.**

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

**The Greater Columbus Convention Center**

For a project known as:

**BID PACKAGE #2023-3 – China, Flatware, and Glassware**

As set forth in the Request for Bids, dated June 15, 2023, and the Seller’s Proposal dated \_\_\_\_\_, in strict accordance with the specifications and other Contract Documents on file in the office of the Owner including the Proposal Form, the 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.

The items and quantities to be purchased under this Contract are more specifically detailed in Exhibit A attached hereto.

**ARTICLE 2. CONTRACT DOCUMENTS**

The Notice to Bidders, Instructions to Bidders, Proposal Form, Technical Specifications, and all other documents mentioned therein, 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 representation of the Owner or of any of its 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 and cooperation with the Owner's Food & Beverage Manager, Levy Premium Foodservice ("Levy"), for the Project, and to the satisfaction of the Owner. The decision of Levy 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 Levy 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 Levy 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 as 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 twelve (12) 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, 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 Levy 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 Levy, nor shall Owner or Levy 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. EQUAL EMPLOYMENT OPPORTUNITY**

The hiring of employees for the performance of work under this Contract shall be done in accordance with Sections 153.59 and 153.591 of the Ohio Revised Code, and the Owner’s Non-Discrimination Policy. The Seller shall not discriminate against or intimidate any person hired for the performance of the work by reason of race, color, religion, national origin, ancestry, sex, handicap, or any other basis prohibited by applicable law. For any violation, the Seller shall suffer such penalties as provided for in Ohio Revised Code Section 153.60, and the Owner’s Non-Discrimination Policy. In addition, in the event of Seller’s non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, or such other sanctions may be imposed and remedies instituted.

The Seller will include the provisions of this Article 9 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Owner, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the Owner may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event Seller becomes involved in, or is threatened with, litigation with a subcontractor, vendor, or other party as a result of such direction by the Owner, the Owner shall have the right to intervene in such litigation to protect the Owner’s interest. In the event this Contract is terminated for a material breach of these covenants the Seller shall become liable for any and all damages which shall accrue to the Owner.

**ARTICLE 9. 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.

**ARTICLE 10. LIENS OR CLAIMS**

The Seller warrants and represents that it 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.

The Seller for itself and for its subcontractors, laborers, materialmen, and all others directly or indirectly acting for, or through, or under Seller 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 Owner's premises or any part thereof or any improvements thereon, or against any moneys due or to become due from the Owner to the Seller, for or on account of any work, labor, services, materials, equipment or other items performed or furnished in connection with the Work, and the Seller 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 furnished under any change order or supplemental supplies agreement for extra or additional work in connection with this Contract.

If any subcontractor, laborer, or materialman of the Seller or any other person directly or indirectly acting for, through, or under Seller or any of them files or maintains a lien or claim, whether a mechanics' lien or an attested account or otherwise, against the Owner's premises or any part thereof of any interests therein or any improvements thereon or against any moneys due or to become due from the Owner to the Seller, 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 Project, the Seller agrees to cause such liens and acclaims 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 Owner shall have the right, in addition to all other rights and remedies provided under this Contract and the other Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means the Owner chooses, at the entire cost and expense of the Seller (such cost and expense to include legal fees and disbursements). Seller agrees to indemnify, protect, and save harmless the Owner and/or Levy 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 Owner and/or Levy may sustain or incur in connection therewith.

#### **ARTICLE 11. 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.

Seller shall also maintain insurance in its own name to protect itself from loss incurred upon the Owner's premises by fire, lightning, extended coverage, vandalism, theft, and malicious mischief in the full amount of Seller's tools and equipment.

Seller shall defend any action brought against Owner insofar as the action is based on a claim that the goods, or any part of the goods, furnished under this Contract constitute an infringement of any patent or trademark in the United States. Seller shall promptly notify Owner, in writing, of any such action and, at expense of Seller, provide Owner with authority, information, and assistance in defending any such action. Seller shall pay all damages and costs awarded in any

such action. In case the goods, or a part thereof, are held to constitute infringement and the use of the goods or any part thereof is enjoined, the Seller shall, at the Owner's sole option and at the Seller's sole expense, either procure for the Owner all rights necessary to continue using the goods, replace the goods with non-infringing goods of equal or better quality, modify the goods such that they become non-infringing while continuing to meet or exceed the requirements of the Contract Documents, or retake the goods and refund to the Owner the entire cost of purchase, delivery, and installation.

#### **ARTICLE 12. LIABILITY**

Notwithstanding anything to the contrary contain 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 13 shall not in any way affect other rights and remedies available to the Seller for payment of amounts due hereunder.

#### **ARTICLE 13. TAXES**

Owner is exempt from 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 contribution 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 14. EXTENT OF CONTRACT**

This Contract, together with the Contract Documents, represent the entire and integrated agreement between the Owner and the Seller and supersede 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 specific and separate written agreement.

**ARTICLE 15. 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 16. REMEDIES**

All claims, counterclaims, disputes, or any other matters in question between 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 Levy, 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: \_\_\_\_\_