



REQUEST FOR BIDS:

Exhibit Hall Chairs

For the Greater Columbus Convention Center

Due: July 15, 2026

Issued by:

Franklin County Convention Facilities Authority

400 North High Street, 4th Floor

Columbus, Ohio 43215

Phone: (614) 827-2800

Fax: (614) 827-2806

www.meetuscolumbus.com

NOTICE TO BIDDERS
FRANKLIN COUNTY CONVENTION FACILITIES AUTHORITY
Exhibit Hall Chairs

Sealed proposals will be received by the Franklin County Convention Facilities Authority, hereinafter referred to as the “Owner” of the Greater Columbus Convention Center (“GCCC”), 400 N. High St., Columbus, Ohio 43215 until **July 15, 2026 at 3:00 PM** local time and will be publicly opened and read aloud immediately thereafter, for the furnishing of materials and performing the labor for the execution and construction of:

Bid Package 2026-04 – Exhibit Hall Chairs

Owner’s Estimate: \$1,000,000

in accordance with specifications described within the Request for Bids. All information for bidders, including the Request for Bids, Form of Proposal, Technical Specifications, Contract Bond and other contract documents may be examined at the following offices:

Franklin County Convention Facilities Authority
Greater Columbus Convention Center
400 N. High Street, 4th Floor
Columbus, Ohio 43215

Requests for copies of bid documents as well as questions regarding plans and specifications should be addressed to Jordan Edmonds, In-House Counsel, Franklin County Convention Facilities Authority, email: jedmonds@fccfa.org.

No bidder may withdraw their bid within 60 days after the actual date of the bid opening, except as provided for in the Request for Bids.

Each proposal must be accompanied by a Bid Guaranty and Contract Bond in the exact form included in the Request for Bids and meeting the requirements of Section 153.54 of the Ohio Revised Code.

State of Ohio prevailing wage rates and Equal Employment Opportunity requirements are applicable to this bid invitation for all work performed pursuant to this 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.

Bids shall be sealed and delivered on or before July 15, 2026, at 3:00 PM EST to:

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

INSTRUCTIONS TO BIDDERS

GENERAL REQUIREMENTS & INFORMATION

- a) Bidder shall inspect all plans and specifications and visit the site of the work to verify existing conditions and to become familiar with the conditions under which the project work will be performed.
- b) The Form of Proposal, Bid Guaranty, Responsibility Analysis Form, Project Schedule, and all other required submittals, each fully executed, are to be submitted in sealed form and addressed to the Franklin County Convention Facilities Authority as provided for in the Notice to Bidders. **Interested bidders must provide one original and three hard copies of all required submittals.**
- c) The Project consists of providing all labor, materials, equipment, and services necessary for the timely and proper provision of exhibit hall chairs as described within the Request for Bids, drawings and technical specifications.

Bidders are responsible for visiting the site to determine existing conditions. No plea of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the work, as a result of the failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the bidders to fulfill in every respect all the requirements of the contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

ARTICLE 1. OVERVIEW

The FCCFA is the owner/developer of the Greater Columbus Convention Center (“GCCC”), the Hilton Columbus Downtown Hotel, Nationwide Arena, and six parking facilities, 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 owner 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, resource, facilities, and community projects that enhance the use and improvement of the convention center, hotel, and arena.

Through this Request for Bids, the FCCFA seeks to purchase 10,000 folding exhibit hall chairs to support GCCC operations. The purchase will also include approximately 104 storage racks which allows for stacking of chairs, and 35 carts for easy transport across the facility. Chairs, racks, and carts must meet the minimum specifications described within this Request for Bids.

ARTICLE 2. GENERAL REQUIREMENTS

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

Franklin County Convention Facilities Authority
400 N. High St., 4th Floor
Columbus, OH 43215
Attention: Jordan Edmonds

- b) Bid submittals will be received until July 15, 2026, at 3:00 PM EST and will be publicly opened and read immediately thereafter. 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. 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 proposal and any conditions, limitations, or provision attached to the proposal may render the bid nonresponsive and result in its rejection.
- d) Each change or addendum issued in relation to the contract documents will be mailed, faxed, or emailed to each firm registered as having received a set of the contract documents. Addenda will also be posted to the FCCFA's website at www.meetusincolumbus.com.
- e) No contract shall be awarded if the low bidder is more than 20% below the median of all others 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 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 bidder to complete the contract in question.
 - 2) The financial status of the bidder and its Surety based upon certified financial statements submitted by each.
 - 3) Receipt of written confirmation by the Surety that it has reviewed the bid in question.
 - 4) The record of the bidder in performing other public works 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.

- f) In accordance with Ohio Revised Code 153.12, no contract will be awarded if the price of the contract exceeds the published estimate by more than 20%.
- g) If, in the opinion of the Owner, the acceptance of the lowest bid is not in the best interest of the Owner, the Owner may accept at its discretion, another proposal so opened, or reject all proposals 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.
- h) 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.
- i) After determination of the lowest and best bid, the selected contractor shall receive a Recommendation of Award, a copy of the full unexecuted contract and an unexecuted copy of the Notice of Authority to Proceed (NTP).
- j) The process schedule (which is subject to change) is as follows:

MILESTONE	DATE
RFB Issue Date	June 26, 2026
Final Questions Deadline	July 8, 2026
Final Addendum	July 9, 2026
Bid Due Date/Bid Opening	July 15, 2026
Contract Execution	July 28, 2026

ARTICLE 3. BIDDING PROCEDURES

- a) Bidders shall utilize the Form of Proposal included in these documents to submit pricing to the FCCFA.
- b) Bidders shall provide pricing for all products included herein. Failure to procure pricing on all products shall render the bid unresponsive and shall disqualify the bid from consideration.
- c) All products shall be furnished by the same manufacturer.
- d) Bidders may be asked to deliver a sample chair with appropriate finishes following submission of bids.
- e) The Form of Proposal requires unit prices for each item. The unit price shall include all costs related to that item (finishes, fabrication, instructions, shipping, handling, installation, etc.)
- f) Bidders are reminded to sign and date their Form of Proposal (in ink) and to be sure all required paperwork is included with their submittal.

- g) Bids shall be opened and read publicly at the time and place named in the notice and advertisement of bids. The opening time for 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.
- h) All questions must be submitted in writing to Jordan Edmonds at jedmonds@fccfa.org before close of business on July 8, 2026. An addendum containing responses to all questions received will be issued on or before July 9, 2026 to all bidders on record as having received a copy of Request for Bids.

ARTICLE 4. BID GUARANTY

- a) All Bid Guaranties and Contract Bonds must be satisfactory to the Owner.
- b) The Bid Guaranty and Contract Bond meeting the requirements of Section 153.54(B) of the Ohio Revised Code, as furnished by the Owner, shall be used without change of wording.
- c) If the amount is left blank, the penal sum of the Bid Guaranty and Contract Bond will be the full amount of the bidder's base bid plus add alternates; alternatively, if completed, the amount must not be less than the full amount of the base bid plus add alternates, stated in dollars and cents. A percentage is not acceptable.
- d) The Bid Guaranty and Contract Bond must be signed by an Authorized Agent of an acceptable Surety Bonding Company and by the bidder. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio. It is essential that the bond be issued by a surety company which can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves, and soundness of investments.

The requirements of Section 3905.41 of the Ohio Revised Code are mandatory and require the Bid Guaranty and Contract Bond to be countersigned by an Ohio resident agent. It is the duty of the bidder to determine the applicability of Section 3905.41. Non-compliance with Section 3905.41 will cause the bidder's proposal to be rejected.

- e) Bid Guaranties and Contract Bonds must be supported by credentials showing the Power of Attorney of the Agent.
- f) In lieu of the Bid Guaranty referred to in Article 2(b) above, the bidder may submit the Bid Guaranty provided in Division (C) of Section 153.54 of the Ohio Revised Code, in the form of a Certified Check, Cashier's Check, or Letter of Credit pursuant to Chapter 1305 of the Ohio Revised Code. A Bid Bond is not acceptable for use as a Bid Guaranty.

- g) The amount of the Certified Check, Cashier's Check or Letter of Credit shall be equal to 10% of the base bid plus add alternates.
- h) The Bid Guaranty shall be payable to the Franklin County Convention Facilities Authority.
- i) Bid Guaranties shall be returned to all unsuccessful bidders immediately after the contract is executed.
- j) The Certified Check, Cashier's Check or Letter of Credit shall be returned to the successful bidder upon filing of the Bond required in Division (C), Section 153.54 of the Ohio Revised Code. The Performance Bond shall not be deemed "filed" until the Contract is fully executed.

ARTICLE 5. STANDARDS – SUBSTITUTIONS

- a) Those articles, devices, materials, forms of construction, fixtures, etc., named in the specifications to denote the kind and quality required shall be known as "Standards" and all bids shall be based on the same.
- b) Where two or more "Standards" are named together, the successful bidder may furnish any one of the "Standards" named, but contractors shall make their selections known to the Owner within thirty (30) days following the award of the contract. Failure to comply with this requirement will automatically hold up payment requests from the contractor in view of possible improper materials being used on the project. The first "Standard" listed shall be considered as the basis of design. If a contractor opts to use a named "Standard" other than the basis of design and this results in any necessary modifications to any other element of the contract documents, the same contractor shall be responsible for all associated additional costs.
- c) Bidders desiring consideration for the use of material, equipment, etc., not named in the specifications may submit proposals for the substitution of same for "Standards" as specified. For each proposed change the Bidder should describe: (1) the "Standard" specified, (2) the substitution, and (3) the change in bid price, (or "no change"). Proposed substitutions must be included on a "Substitution Sheet" to be considered. Complete specifications and descriptions of any proposed substitutions being considered for acceptance shall be furnished to the Owner promptly upon request. Acceptance of substitutes shall be at the sole discretion of the Owner.
- d) Any substitution accepted must be incorporated in the formal contract.
- e) Substitution shall not affect the determining of lowest and best bid.
- f) No substitution will be considered prior to receipt of bids unless written request for approval has been received by the Owner at least **10 days prior to the date for receipt of bids**. A statement setting forth changes in other materials, equipment, or other

portions of the work, including changes in the work of other contractors that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the brand or product is acceptable, the Owner will approve it prior to bidding in an addendum issued by the Owner to all bidders on record.

- g) In proposing a substitution, the bidder represents and warrants that each proposed substitution will not result in any changes to the project, including changes to the work of other contractors, or any decrease in the performance of any equipment or systems to be installed in the project and agrees to pay any additional costs incurred by the Owner as a result of a substitution which is accepted.
- h) **Following the award of the contract, there shall be no substitutions**, except pursuant to a change order. The Owner in its sole discretion may decline to consider a substitution for a change order.
- i) If the specified materials and/or manufacturers are no longer available, it is the bidder's responsibility to notify the Owner during the bidding period. Substitutions made during the construction period resulting from these conditions (i.e., failure of the bidder to notify Owner) will be made solely at the Owner's discretion.

ARTICLE 6. EXAMINATION OF DOCUMENTS

- a) Each bidder shall examine all bid documents, including, but not limited to, the Request for Bids, Project Schedule, Notice to Bidders, Form of Proposal, addenda, plans, specifications, etc., for all other divisions of the work as well as its own, noting particularly all requirements which will affect its work in any way. Failure of a bidder to become fully acquainted with the amount and nature of work required to complete its division of the work in conformity with all requirements for the project as a whole will not be considered subsequently as a basis for extra compensation.
- b) Unless specifically assigned to one contract for all aspects of the project, each bidder is responsible to include all requirements for all sections contained in the Request for Bids, and Project Schedule, in the base bid amount. (Contract is not limited to only those specifications sections listed in the contract summary of work).

ARTICLE 7. OPENING OF BIDS

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 Owner with no further advertising when an addendum to the plans or specifications is issued within 72 hours of the scheduled bid opening, excluding Saturdays, Sundays and Legal Holidays.

ARTICLE 7. ADDENDA

- a) Any explanation, interpretation, correction, or modification of the Request for Bids or Bid Documents will be issued in the form of an addendum, which shall be the only means considered legally binding; explanations, interpretations, etc., made by any other means shall not be legally binding. All addenda shall become a part of the contract documents.
- b) Bidders shall submit questions to the Owner no later than July 8, 2026 prior to the advertised bid date, to allow sufficient time for the Owner to respond. All addenda will be issued except as hereafter provided and mailed or otherwise furnished to persons who have obtained Bid Documents for the project, at least 72 hours prior to the published time for the opening of bids; excluding Saturdays, Sundays, and legal holidays. If any addendum is issued within such 72-hour period, then the time for opening of bids shall be extended one week with no further advertising of bids required.
- c) Copies of each addendum will be sent only to the bidders to whom Bid Documents have been issued. Receipt of addenda shall be indicated by bidders in the space provided on the Form of Proposal.
- d) Each bidder shall carefully read and review the Bid Documents and immediately bring to the attention of the Owner any error, omission, inconsistency, or ambiguity therein.
- e) If a bidder fails to indicate receipt of all addenda through the last addendum issued by the Owner on its Form of Proposal, the bid of such bidder will be deemed to be responsive only if:
 - 1) The bid received clearly indicates that the bidder received the addendum, such as where the addendum added another item to be bid upon and the bidder submitted a bid on that item; or
 - 2) The addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

ARTICLE 8. TAXES

Materials purchased for use or consumption in connection with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Ohio Revised Code and also from the State of Ohio Use Tax, Section 5741.01.

ARTICLE 9. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

- a) The Owner reserves the right to waive any and all 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 Owner'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 Owner'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 10. PREVAILING OR MINIMUM WAGE RATES

- a) Each laborer, worker or mechanic employed by the bidder for the work herein specified or by the subcontractor or by other persons performing work for the project shall be paid not less than the prevailing wage rates as determined by the Department of Industrial Relations of the State of Ohio in accordance with Chapter 4115 of the Ohio Revised Code.
- b) In the event the wage rate for any labor classification is changed between the time the rates are published herein and the time the work required by this contract is performed, or in the event any class of labor employed is not included in the published schedule of prevailing wages, then the rate prevailing at the time the work is actually performed, as ascertained and determined by the Department of Industrial Relations of the State of Ohio or the US Department of Labor, shall govern the work under this contract. No increase in the contract sum will be allowed for any later increase in the prevailing rates or wages as they may apply to this work.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION BID REQUIREMENTS

The hiring of employees for the performance of work under the purchase contract shall be done in accordance with Section 153.39 and 153.591 of the Ohio Revised Code and the Owner's Non-Discrimination Policy. The bidder 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, sexual orientation, or any other basis prohibited by law. For any violation, the bidder shall suffer such penalties as provided for in Section 153.60 of the Ohio Revised Code, and the agreement between the Owner and the selected bidder.

ARTICLE 12. INSURANCE

- a) The Bidder shall take out and maintain during the life of the purchase contract, such public liability (bodily injury and property damage) insurance as shall protect the bidder from claims for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the purchase contract, whether such operation be by itself or any subcontractor by anyone directly or indirectly employed by either of them. Such insurance policy shall include the FCCFA and entities designated by the FCCFA as named insured. The bidder shall maintain coverage of the types and in the amounts specific below. Submitted 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 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. If any part of the contract 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 equipment 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 contract, adequate workers 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 13. NON-DISCRIMINATION ("DEI") POLICY

Through the adoption of this Diversity, Equity and Inclusion Policy ("DEI Policy") the Franklin County Convention Facilities Authority ("FCCFA") affirms its commitment to equal opportunity and non-discrimination in all aspects of its operations including, but not limited to, contracting and procurement, employee recruitment and selection, compensation and benefits, professional development and training, promotions, transfers, layoffs, and terminations. Pursuant to this DEI Policy the FCCFA will not participate in either active or passive unlawful discrimination of any type and will strive to maintain an open, diverse, and inclusive workplace for all employees, officers, contractors, and subcontractors.

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, 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.

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.

FORM OF PROPOSAL

Submitted By: _____

on: _____, 2026

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

having read the Project Manual, Specifications and examined the Drawings entitled:

2026-04 – Exhibit Hall Chairs

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 Project Manual, Specifications and Drawings for the Work, for the indicated sum:

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

ESTIMATE FOR PROJECT
(\$1,000,000)

Total material, labor and services for the project – **2026-04 – Exhibit Hall Chairs** - for the lump sum amount of:

_____ Dollars (\$ _____)

Description	Manufacturer	Quantity	Unit Price
Folding Chairs		10,000	
Stacking Storage Cart		104	
Transport Cart		35	
		Total	\$

FORM OF PROPOSAL (continued)

EXECUTION OF PROPOSAL

NOTE A: TIME OF COMPLETION

- a) It is understood and agreed that the work embodied in this contract shall be completed no later than the completion date stated within the contract, unless an extension of time is granted by the Owner.

- b) Upon failure to have all work completed within the period of time above mentioned, the Contractor shall forfeit and pay, or cause to be paid, to the Owner for and as liquidated damages to be deducted from any payment due or to become due to the said contractor, the sum set forth in the following table for the size of contract, for each and every day thereafter that the said work remains in an unfinished condition.

DOLLAR AMOUNT OF CONTRACT DOLLARS PER DAY

\$0 to \$100,000.00	\$250.00
\$100,000.01 to \$500,000.00	\$500.00
\$500,000.01 to \$1,000,000.00	\$1,000.00
\$1,000,000.01 to \$10,000,000.00	\$2,500.00
\$10,000,000.01 and up	\$5,000.00

NOTE B: Failure to sign proposal may result in rejection of the Bid.

THIS PROPOSAL SUBMITTED BY: _____

Name of Contractor

BY: _____
Signature of Contractor or Authorized Representative

DATE: _____

Contact Person for contract processing: _____

Mailing Address if different from above: _____

FRANKLIN COUNTY CONVENTION FACILITIES AUTHORITY

Non-Discrimination Policy

_____ hereby has reviewed the FCCFA’s non-discrimination 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 race, color, sex, disability, age, religion, veteran status or national origin, 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 race, color, sex, disability, age, religion, veteran status or national origin, 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: Exhibit Hall Chairs
5. Policy Number(s), Carriers and Expiration Dates:

LIMITS OF LIABILITY
IN \$1,000 AMOUNTS

TYPE OF INSURANCE	Each Occurrence	Aggregate
GENERAL LIABILITY		
Comprehensive Form Premises-Operations	Bodily Injury \$	\$
Explosion and Collapse Hazard Underground Hazard	Property Damage \$	\$
Products/Completed Operations Hazard	Combined \$	\$
Contractual Hazard	Single Limit \$	\$
Broad Form Property Damage		
Independent Contractors Personal Injury	Personal Injury \$	\$
AUTOMOBILE LIABILITY		
Comprehensive Form	Bodily Injury Each Person \$	
Owned	Bodily Injury Each Accident \$	

Hired

Non-Owned

Property Damage \$

EXCESS LIABILITY

Combined \$
Single Limit

Umbrella Form

Combined \$ \$
Single Limit

Following Form

Self-Insured \$

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

Check those of the following operations which are excluded:

_____ Asbestos removal or abatement _____ PCP Removal _____ Demolition

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.

Insurance Agency:

Address:

Telephone:

Contractor's Signature:

Agent's Signature:

Date: _____

Date: _____

ADDITIONAL INSURED WITH RESPECT TO THIS JOB ONLY; AS THEIR INTEREST MAY APPEAR:

1. Franklin County Convention Facilities Authority, its other contractors and own forces, if any, and the subcontractors, sub-subcontractors, consultants, agents, and employees of any of them, in their individual capacities as such:
2. The Franklin County Convention Facilities Authority Board, its members, consultants, agents, and employees of any of them, in their individual capacities as such;
3. The Architect/Engineer its consultants, agents, and employees of any of them, in their individual capacities as such;
4. The Construction Manager, its consultants, agents, and employees of any of them, in their individual capacities as such.
5. Legends Global, its consultants, agents, and employees of any of them, in their individual capacities as such.

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

The undersigned acknowledges that:

- (1) the contractor's authorized agent has carefully read and understood all of the Bid Documents submitted for the provision and delivery of EXHIBIT HALL CHAIRS, including, but not limited to, the Notice to Bidders, Instructions to Bidders, Form of Proposal, Substitution Sheet, Form of Bid Guaranty and Contract Bond, this Contractor's Review Certificate, Project Manuals, Specifications and Drawings; and
- (2) the Bid Documents are sufficient and adequate for the undersigned to perform the Work; and
- (3) the contractor's authorized agent has carefully reviewed the site and conditions under which the Work will be performed, or has been given ample opportunity to do so, and fully assumes the risk for any condition at the site that could have been discovered by a careful and diligent review of the site; and
- (4) the contractor's authorized agent has confirmed that the contractor's surety is authorized to do business in the State of Ohio.

Dated: _____

CONTRACTOR: _____

By: _____
SIGNATURE

TYPED OR PRINTED NAME

Its: _____

NOTE: The Bidder should review the Bid Documents and the site and conditions under which the Work will be performed so that the Bidder can give the acknowledgments contained in this Certificate.

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned

(Name and Address)

as Principal and

(Name of Surety)

as Surety, are hereby held and firmly bound unto the Franklin County Convention Facilities Authority as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on this _____ day of _____, 2026 to undertake the project known as the Exhibit Hall Chairs Project. The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$ _____).

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above referred to Project;

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

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

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

SIGNED AND SEALED This _____ day of _____, 2026.

PRINCIPAL:

BY:

TITLE:

SURETY

SURETY COMPANY ADDRESS:

Street

City State Zip

Telephone:

BY:

Attorney-in-Fact

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

SURETY AGENT'S ADDRESS:

Agency Name:

Agency Name:

Street

Street

City State Zip

City State Zip

Telephone

Telephone

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

TECHNICAL SPECIFICATIONS

EXHIBIT HALL CHAIRS

Part 1 – General

1.01 General Information

- A. Project Structure:
 - a. Furniture shall be purchased by the Franklin County Convention Facilities Authority (FCCFA). All pricing shall utilize any discounts available to government entities. The FCCFA is exempt from sales and uses taxes.
- B. The Owner reserves the right to accept the bid that most closely meets all criteria.

1.02 Summary of Work

- A. The Contractor shall furnish all labor, materials, equipment, and service necessary to fabricate and install all furniture described herein.
- B. Questions & Clarifications: questions regarding the specifications, delivery and installation shall be directed to Jordan Edmonds: jedmonds@fccfa.org.
- C. Delivery Schedule: delivery shall be arranged as soon as possible after award of contract. Delivery times shall be coordinated with the Owner at least 5 days in advance.

1.03 Quality Assurance

- A. Correction of Work
 - a. Chairs shall be inspected by the Owner (or its designee) within five (5) business days of delivery. The Contractor shall coordinate with the Owner to repair or replace damaged chairs.
 - b. The Contractor shall promptly remove from the premises all materials rejected by the Owner for failing to conform to the Contract Documents. The Contractor shall promptly execute and replace rejected work without expense to the Owner.
 - c. The Owner reserves the right to withhold a portion of the total payment until any defective work is remedied and any missing items are delivered.
 - d. If the Contractor should neglect to execute the work properly or fail to perform in accordance with the Contract Documents, the Owner, after written notice to the Contractor, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the amounts due the Contractor.
- B. Warranties and Guarantees:
 - a. Chairs: Twelve (12) year manufacturer's structural frame warranty.
 - b. Storage Carts: Five (5) year manufacturer's structural frame warranty.

1.04 Delivery, Storage and Handling

- A. The Contractor shall take direction from the Owner (or its designee) regarding receiving and handling, of materials and equipment, and all security, safety, fire, and other regulations.
- B. The Contractor shall investigate and resolve all access restrictions to the site including entrances and available vehicle parking.
- C. Products and materials shall be delivered to the receiving area, as directed by the Owner (or its designee).

Part 2 – Products

2.01 Furnishings

- A. Chairs shall meet or exceed the specifications described herein, including but not limited to the following:
 - a. Minimum gauge of aluminum frame
 - b. Maximum chair weight
 - c. Quality of welded joints
 - d. Warranty periods
 - e. Aesthetic appearance
 - f. Storage capacity
- B. The Owner reserves the right to reject bids for products that do not meet the minimum design requirements.

2.02 Folding Chair Specifications

- A. General
 - a. Seat Height – 18.5” banquet
 - b. Overall Height – 34.5”
 - c. Width – 18”
 - d. Weight – 11.5 lbs.
 - e. Seat Depth – 15.75”
 - f. Footprint – 21” L x 18” W
 - g. Color - Black
- B. Frame
 - a. Main support frame shall be made using 1.25” x .625” x 18-gauge oval steel tubing. Cross bars shall consist of identical oval tubing firmly welded to each leg. Chair must be capable of supporting more than 1,000 pounds.
- C. Seat & Back
 - a. Seat and portions shall be injection molded using toughened, UV stabilized, polypropylene. Seat and back shall be black with no upholstery.
- D. Frame Finish
 - a. Steel finish shall be formulated for indoor and outdoor use.
- E. Feet
 - a. Combined foot to floor contact shall be not less than 3.8 square inches.

- F. Seat Support
 - a. Seat support frame shall be constructed of at least .120" x .75" steel bar.
- G. Folding
 - a. Chair must lay flat when folded.
- H. Stacking
 - a. Shape of chair must allow for stable, positive indexing when stacked. A maximum stack height of 45 units is required.
- I. Ganging
 - a. Chairs must include a ganging mechanism.

2.03 Folding Chair Tree Storage Cart Specifications

A. General

- a. Height: 77.5"
- b. Length: 43.75" – 86.06"
- c. Caster Size: 6"
- d. Loaded Height: 78.75"
- e. Loaded Width: 33.50"
- f. Width: 32"
- g. Weight: 90 lbs – 120 lbs
- h. Frame Material: Steel, black color
- i. Loaded Length: 47.25" – 89.75"
- j. Capacity: 96 folding, non-upholstered chairs per tree cart

2.04 – Folding Chair Transportation Cart Specifications

A. General

- a. Height: 77.50"
- b. Length: 52.75"
- c. Caster Size: 6"
- d. Loaded Height: 77.5"
- e. Loaded Width: 25.75"
- f. Width: 25.75"
- g. Weight: 90 lbs
- h. Frame Material: Steel, black color
- i. Loaded Length: 52.75"
- j. Capacity: 45 folding, non-upholstered chairs per cart

CONTRACT

THIS CONTRACT MADE and entered into this _____ day of _____, 2026 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, and 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 state 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 materials, tools and equipment and all utility and transportation services, and perform all labor necessary to complete in a satisfactory manner all the work for:

The Greater Columbus Convention Center

For the project known as:

BID PACKAGE 2026-04 – EXHIBIT HALL CHAIRS

As set forth in the Request for Bids, dated June 26, 2026, and in strict accordance with the specifications and other Contract Documents on file in the office of the Owner including the Form of Proposal, the Technical Specifications, and other Contract Documents, which are a part thereof, are made a part of this Contract. The Owner reserves the right to accept any bid alternatives or proposed substitutions, provided such action is taken in sufficient time so as not to delay the Seller in its performance hereunder.

ARTICLE 2. CONTRACT DOCUMENTS

The Notice to Bidders, Instructions to Bidders, Form of Proposal, Technical Specifications, and all other documents mentioned 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 referred to as the Contract Documents. The Seller represents and agrees that it has carefully examined and understands this Contractor 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 Owner's 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 an in coordination and cooperation with the Owner's Facility Manager, Legends Global ("Legends"), and to the satisfaction of the Owner. The decision of Legends 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 Legends to further describe the good 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 Legends or their authorize 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. If any tender or delivery by Seller is rejected by the Owner or its authorized representative 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) business days of the goods having been rejected.

Notwithstanding any inspection made, or which could have been made by the Owner, the Seller warrants that (i) the goods to be supplied pursuant to this Contract 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 (iii) 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 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 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 Legends 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 Legends, nor shall Owner or Legends be responsible for loss of or damage to materials, tools, equipment, appliances, or other personal property owner, rented, or used by the Seller or anyone employed by Seller.

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. PREVAILING WAGES

The prevailing wage rate of the locality as determined by the Department of Industrial Relations shall control the contract wages for work performed upon the Owner's premises as stipulated in Chapter 4114 of the Ohio Revised Code.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY

The hiring of employees for the performance of work under this Contract shall be done in accordance with Sections 153.598 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. In addition, in the event of Seller's non-compliance with this Article 9 or with any 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 or 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 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 10. 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 completion of each delivery. Where multiple deliveries are required, the Owner shall make partial payment for each delivery equal to the total units delivered based upon the unit prices described within the Seller's Form of Proposal.

ARTICLE 11. 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, terminate, or suspend 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 line or an attested account or other 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 the 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 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 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 Legends 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 Legends may sustain or incur in connection therewith.

ARTICLE 12. INSURANCE AND 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 the sole expense of Seller, provide Owner with authority, information, and assistance in defending against 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 Owners 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 13. LIABILITY

Notwithstanding anything to the contrary contained herein, no deficiency or other judgement 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 14. 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 contribution 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 15. 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 Seller. Without limiting the foregoing, no additional or contrary term contained in any invoice, acknowledgement, bill of loading, 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 16. 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 part 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 request. Seller shall not assign, sublet, or transfer any interest in this Contract without the written consent of the Owner.

ARTICLE 17. 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 Legends, 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: _____