

Request for Competitive Sealed Proposals

Owner Perry County Job & Family Services

P.O. Box 311
5454 OH - 37
New Lexington, Ohio 43764

Project Furniture and Equipment Supply Project

5454 OH - 37
New Lexington, Ohio 43764

Response Deadline December 7, 2022 at 10:00 AM local time

The Owner seeks competitive sealed Proposals for the above-identified Project, subject to the terms and conditions of this Request for Competitive Sealed Proposals and the accompanying Contract Documents.

The Work is being procured outside the scope of the statutory bidding requirements for Board of County Commissioners, as Ohio Revised Code Section 307.86 does not require competitive bidding when the county determines that the use of competitive sealed proposals would be advantageous to the county. Accordingly, the Work is being procured through the request for competitive sealed proposals process set forth in Ohio Revised Code Section 397.862. Any references in the Contract Documents to “bid” or “bidding” are to be read consistent with the proposal process being implemented.

Article 1 — General Information

1.1 Project Description

1.1.1 Project Scope. The Project consists of, but is not limited to, the selection of a vendor to provide the furniture and equipment under the terms and conditions identified in **Attachment 3** and the other Contract Documents. The newly constructed space will be welcoming, functional, accommodating, and user friendly for both the public and staff of Perry County Job and Family Services. The building will be an open office structure with a focus on collaboration and opportunity. The design will be light and bright to keep the space feeling friendly, with wood elements that relate to the traditional values and agricultural roots of Perry County. All work shall be in accordance with all applicable laws, codes, and regulations. The Owner reserves the right to add scope and add work.

1.1.1.1 Prevailing wage rates do not apply to this Project.

1.1.2 Anticipated Project Schedule. Delivery and placement of the furniture and equipment shall begin and be completed as provided in the Agreement attached hereto as **Attachment 3**.

1.2 RFQ Materials.

1.2.1 The following materials have been distributed with this Request for Competitive Sealed Proposals, all of which are considered Contract Documents:

- .1 This Request for Competitive Sealed Proposals
- .2 Project Scope
- .3 Proposal Form
- .4 Form of Agreement
- .5 Sales and Use Tax Construction Contract Exemption Certificate

Article 2 — Proposal Submission and Selection Process

2.1 Preparation of Proposals – Proposal Content

2.1.1 Company Background, Team, and Approach

All Bidders shall describe your firm and its capabilities, including an outline of the general process and partnership style. Indicate which associates from your firm would be involved in providing services. Provide appropriate background information for each associate and identify his or her responsibilities.

2.1.2 Project References

Bidders must provide project references including project name, furniture dollar amount, owner contact information, Vendor contact information, installation team contact information (including years' experience and number of certified employees) and date of project completion. References should be projects with a similar (dollar value) completed by your company within the last five (5) years. Public work projects are a plus but not required.

2.1.3 Purchasing Programs

Bidders shall outline the cooperative purchasing programs and/or State Contracts that will be utilized to meet competitive bidding requirements, including a list of proposed furniture brands/manufacturers that fall under such contracts.

2.1.4 Service Levels and Terms

Bidders must provide a description of their service operations in terms of warranty work, non-warranty repair, etc. Description should include the following items:

- Service process
- Expected response time (for evaluation and repair)
- Labor charges for non-warranty work
- Escalation process
- Customer satisfaction data (if available)

2.1.5 Pricing Exercise

Bidders shall include pricing for a 4-pack of workstations. Pricing shall include a basic workstation with power, stationary vs adjustable worktop, and a 30" base cabinet.

2.1.6 Bidder Terms and Conditions

Bidders shall include a copy of your firm's Terms and Conditions.

2.1.7 Furniture Inspiration Package (limited to one page per building)

Bidders shall provide inspiration images based upon your supported furniture lines that are consistent with the look and feel of the provided interior design development package. This document serves as a visual overview of your interpretation of the design concept and how that translates into furniture that supports the overall interior design of the space.

2.1.8 Bidder Differentiator (limited to one page)

Outline why your firm would be the best firm for Perry County Job and Family Services. Include Examples.

2.1.9 The Proposal will include a completed Proposal Form (in the form furnished with the Contract Documents), additional materials prepared by the Proposer containing information related to the Evaluation Criteria set forth in Section 2.3.3 of this Request for Competitive Sealed Proposals (limited to 20 pages) and any proposed modifications to the Agreement (as set forth in Section 2.4.2.1 of this Request for Competitive Sealed Proposals).

2.1.10 Complete all blank spaces on the Proposal Form in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and sign the form. In the case of a discrepancy between the numbers and words written, the Owner reserves the right to consult with the Proposer and determine the correct amount. If not proposing on a Proposal Package or an Alternate, please write in the blank spaces provided “No Proposal.”

2.2 Submit one completed Proposal to the Owner in electronic form prior to the Response Deadline.

2.2.1.1 When submitting a Proposal electronically, combine all Proposal documents into one PDF file, named with the Proposer’s name and title of the Project, and submit via email to: David Hansen at david.hansen@jfs.ohio.gov.

2.3 Opening of Proposals. Proposals will be accepted until the Response Deadline. Each Proposer is responsible for ensuring that its Proposal is received by the Owner in accordance with this Request for Competitive Sealed Proposals by the Response Deadline. The Owner reserves the right to accept a Proposal after the Response Deadline in its sole discretion. Proposals will be opened and ranked by the evaluation committee on December 7, 2022 at 12:00PM local time. Owner will contact the first ranked proposer and execute an agreement by December 9, 2022.

2.4 Evaluation of Proposals.

2.4.1 Standard of Award. The Owner intends to award the Contract for the Work to the Proposer submitting the Proposal determined to be advantageous to the Owner (the “Selected Proposer”), with price being considered, but not being the determining factor. The Owner reserves the right to negotiate pricing for the Work with the Selected Proposer.

2.4.2 Clarification of Proposals. The Owner reserves the right to discuss the contents of the Proposal with the Proposer and request additional information from the Proposer. The Owner may conduct discussions with Proposers who submit Proposals for the purpose of clarifications or corrections regarding a Proposal to ensure full understanding of, and responsiveness to, the requirements specified in the Request for Proposals.

2.4.3 Evaluation Criteria. The Owner, in its sole discretion, will evaluate the Proposers and Proposals to determine which Proposal is advantageous to the Owner. In making such determination, the Owner may consider the following criteria, and any such other criteria as it determines proper:

2.4.3.1 Proposer’s work history.

- .1** Proposer should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than Owner's Project, on time and in accordance with the respective contract documents. If Proposer’s management (i.e., president, chairman of the board, or any director) operates or has operated another construction company, Owner may consider the work history of that company in determining Proposer’s qualifications and experience.
- .2** Owner may consider Proposer's prior experience on other projects with MA Design, including Proposer's demonstrated ability to complete its work on these projects in

accordance with the contract documents and on time and its ability to work with MA Design.

- .3** Proposer authorizes Owner and its representatives to contact the owners and design professionals on projects on which Proposer has worked, and authorizes and requests such owners and design professionals to provide Owner with a candid evaluation of Proposer's performance. By submitting its Proposal, Proposer agrees that if it or any person at its urging, directly or indirectly, brings an action against any of such owners or design professionals or their employees as a result of or related to such candidate evaluation and such action is not successful, Proposer will reimburse such owners, design professionals and/or their employees for all legal fees and expenses incurred by them that are related to such legal action, including the cost of collection. This obligation is expressly intended for the benefit of such owners, design professionals and their employees.

2.4.3.2 Proposer's resources, including, but not limited to, the financial ability to complete the Contract successfully and on time and the experience, adequacy, and numbers of Proposer's work force.

2.4.3.3 Proposer's compliance with federal, state, and local laws, rules, and regulations, including, but not limited to, the Occupational Safety and Health Act.

2.4.3.4 The foregoing information with respect to any of the subcontractors that Proposer intends to use on the Project.

2.4.3.5 Proposer's participation in a drug-free workplace program through the Ohio Bureau of Workers' Compensation or a program approved by the Bureau of Workers' Compensation.

2.4.3.6 Depending upon the type of the work, other essential factors, as are included in the specifications.

2.4.3.7 The following evaluation score sheet will be used when determining which proposal is advantageous to the Owner:

Criteria	Points Possible	Score
Proposer's Work History	15	
Proposer's Prior Experience with the project design team (M+A Design of Columbus)	15	
Proposer's Resources	10	
Proposed Modifications to the Agreement	15	
Proposer's Proposed Price	15	
Proposer's ability to provide gently used workstations and furnishings	10	
Proposer's Warehouse/Storage Capabilities	10	
Proposer's ability to recommend and provide workstations and furnishings consistent with the project's mission of providing a "new environment for public service".	10	
TOTAL	100	_____

2.4.4 By submitting its Proposal, the Proposer agrees that Owner's determination of which Proposal is advantageous to the Owner will be final and conclusive, and that if the Proposer, or any person at Proposer's urging, directly or indirectly challenges such determination in any legal proceeding and

such challenge is not successful, Proposer will reimburse Owner for all legal fees and expenses incurred by Owner that are related to such challenge, including the cost of collection.

Negotiation of Contract.

2.4.5 The Owner may negotiate a contract with the Selected Proposer.

2.4.6 A copy of the Agreement and associated Contract Documents that will be used for the Project have been provided with this Request for Competitive Sealed Proposals.

2.4.6.1 If the Proposer would like to propose any modifications to the Agreement provided with this Request for Competitive Sealed Proposals, the Proposer must submit with its Proposal its proposed modification language with specificity (identifying paragraph numbers and language changes) on a separate page titled “Proposed Modifications to the Agreement.” Any proposed modifications may be taken into account in determining whether the Proposal is advantageous to the Owner and any modifications will be made in the Owner’s sole discretion.

2.4.7 If, for any reason the Owner and Selected Proposer are unable to negotiate and execute the Agreement, the Owner may suspend negotiations with the Selected Proposer and initiate negotiations with the next Proposer determined to be advantageous to the Owner, and so on, until the Contract is fully executed, or the Owner rejects all Proposals.

Article 3 — Additional Instructions

3.1 Questions

3.1.1 All questions must be submitted in writing to David Hansen at David.hansen@jfs.ohio.gov at least **2 days** prior to the Response Deadline. The questions and answers will be emailed to all individuals and firms that were provided with a copy of the Request for Competitive Sealed Proposals **1 day** prior to the Response Deadline.

3.1.2 The Owner may also email other Project-related information to the individuals and firms that were provided with a copy of the Request for Competitive Sealed Proposals.

3.1.3 Addenda.

3.1.3.1 Should any question prompt the Owner to amend the Request for Competitive Sealed Proposals, a notice will be sent to individuals and firms that were provided with a copy of the Request for Competitive Sealed Proposals. Addenda will be deemed to have been validly given if emailed or otherwise furnished to each Proposer’s contact person of record.

3.1.3.2 When an Addendum to this Request for Competitive Sealed Proposals is necessary less than three days before the Proposal deadline, the Owner may extend the Proposal deadline through an announcement via email. The Owner will make reasonable attempts to contact all necessary individuals.

3.2 Proposal Certifications

3.2.1 By submitting a Proposal, the Proposer certifies to the Owner that:

3.2.1.1 it has carefully reviewed the Scope of Work and Contract Documents to become familiar with the requirements for the Work and has included all costs necessary to provide all materials, furnishings, and equipment for the Work in its Proposal whether or not specifically called for and to become familiar with the limitations and conditions related to the Work covered by the Proposal and has included in the Proposal a sum to cover the cost of such items;

3.2.1.2 the Proposer is not the subject of an unresolved finding for recovery issued by the Auditor of State under ORC Section 9.24;

3.2.1.3 the Proposer is not debarred under ORC Section 153.02;

3.2.1.4 the Proposer has not been found by a court to be in default of a judgment or breach of settlement agreement; and

3.2.1.5 the Proposer has not violated ORC Section 3517.102 by exceeding allowable campaign contributions.

3.3 Cancellation and Rejection; Waiver of Minor Irregularities

3.3.1 The Owner may reject all Proposals and cancel all or any portion of this solicitation at any time for any reason. The Owner will have no liability to any Proposer arising out of any cancellation of this solicitation or rejection of any related submission.

3.3.2 The Owner shall reject a Proposal if the Owner determines that:

3.3.2.1 the Contract cannot be awarded under ORC Section 9.24 because the recommended Proposer has a finding for recovery issued by the Auditor of State, and the finding for recovery is unresolved;

3.3.2.2 the recommended Proposer is debarred under ORC Section 153.02;

3.3.2.3 the recommended Proposer has violated ORC Section 3517.102 by exceeding allowable campaign contributions; or

3.3.2.4 the Owner has determined that the Proposer intended to engage in collusion with intent to defraud or other illegal practices.

3.3.3 The Owner reserves the right to reject any Proposal if the Owner determines that:

3.3.3.1 The Proposer takes exception to the terms and conditions of the Request for Proposals;

3.3.3.2 The Proposer fails to meet the terms and conditions of the Request for Proposals, including, but not limited to, the standards, specifications, and requirements specified in the Request for Proposals;

3.3.3.3 The Proposer submits prices that the Owner considers to be excessive, compared to the existing market conditions, or determines exceed the available funds of the contracting authority; or

3.3.3.4 The Proposal will not be in the best interest of the Owner.

3.3.4 The Owner may waive minor irregularities in its sole discretion.

3.4 Proposal Revision. The Owner may request a Proposer submit a revised Proposal to clarify any questions which may arise while evaluating the Proposals. If the Owner requests a clarification of any Proposal, the Proposer must submit the clarification in writing to the Owner within three (3) business days.

3.5 Proposal Withdrawal. If the Selected Proposer withdraws its Proposal after selection, the Owner may award the Contract to the firm next determined to be advantageous to the Owner.

3.6 Applicable Law and Forum. The rights of any Proposer or any party to a subsequent Agreement shall be governed by Ohio law, and only the Court of Common Pleas of the County in which the Project is located shall have jurisdiction over any action or proceeding related to the Proposal or any subsequent Agreement. The Proposer irrevocably consents to that jurisdiction.

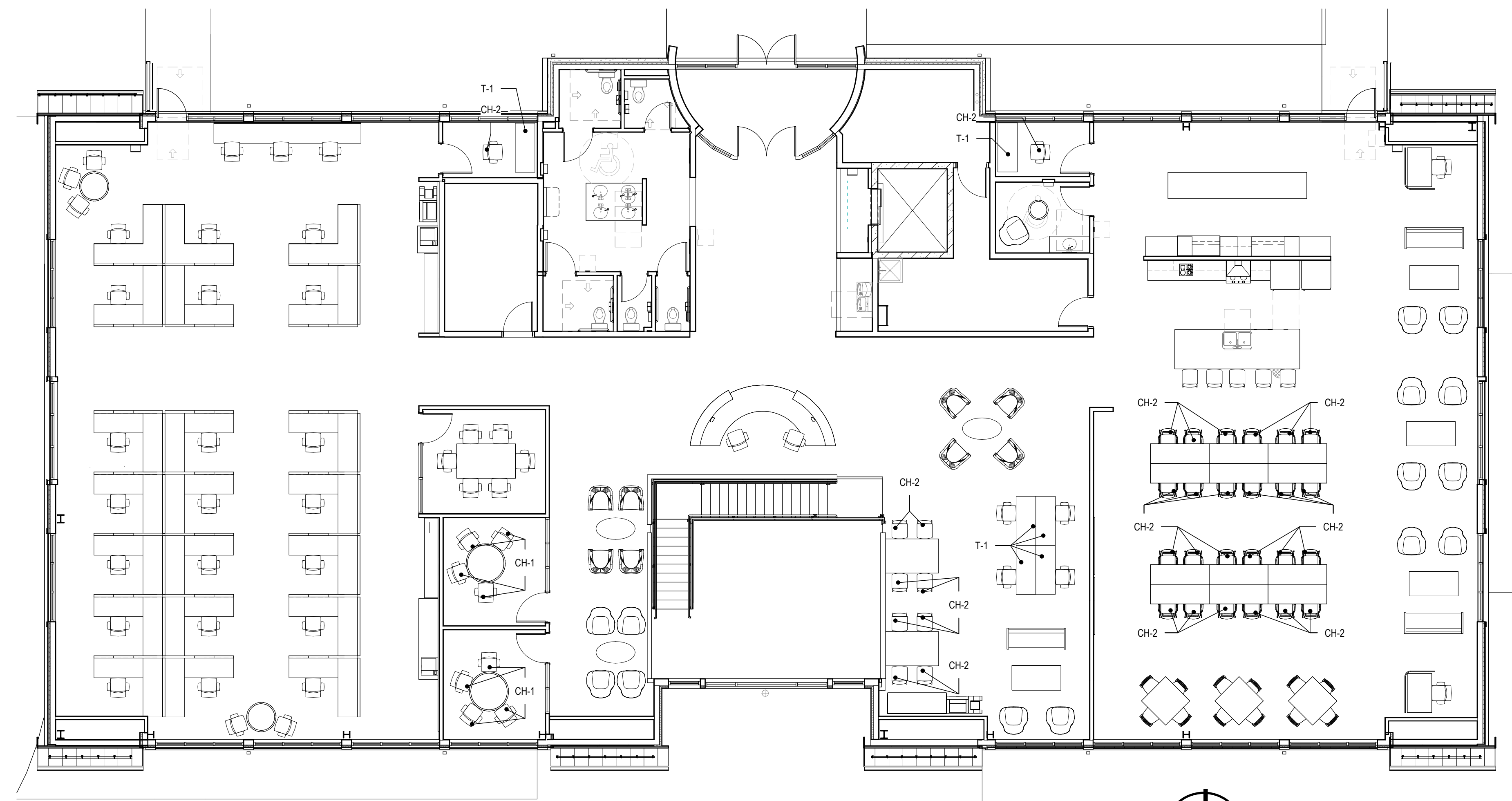
3.7 Public Records. Pursuant to ORC Section 9.28, documents submitted to the Owner in response to this Request for Competitive Sealed Proposals will not be available for public inspection under ORC Section 149.43 until after the Owner either enters into a contract for the Work or cancels this Request for Competitive Sealed Proposals.

Article 4 — Attachments

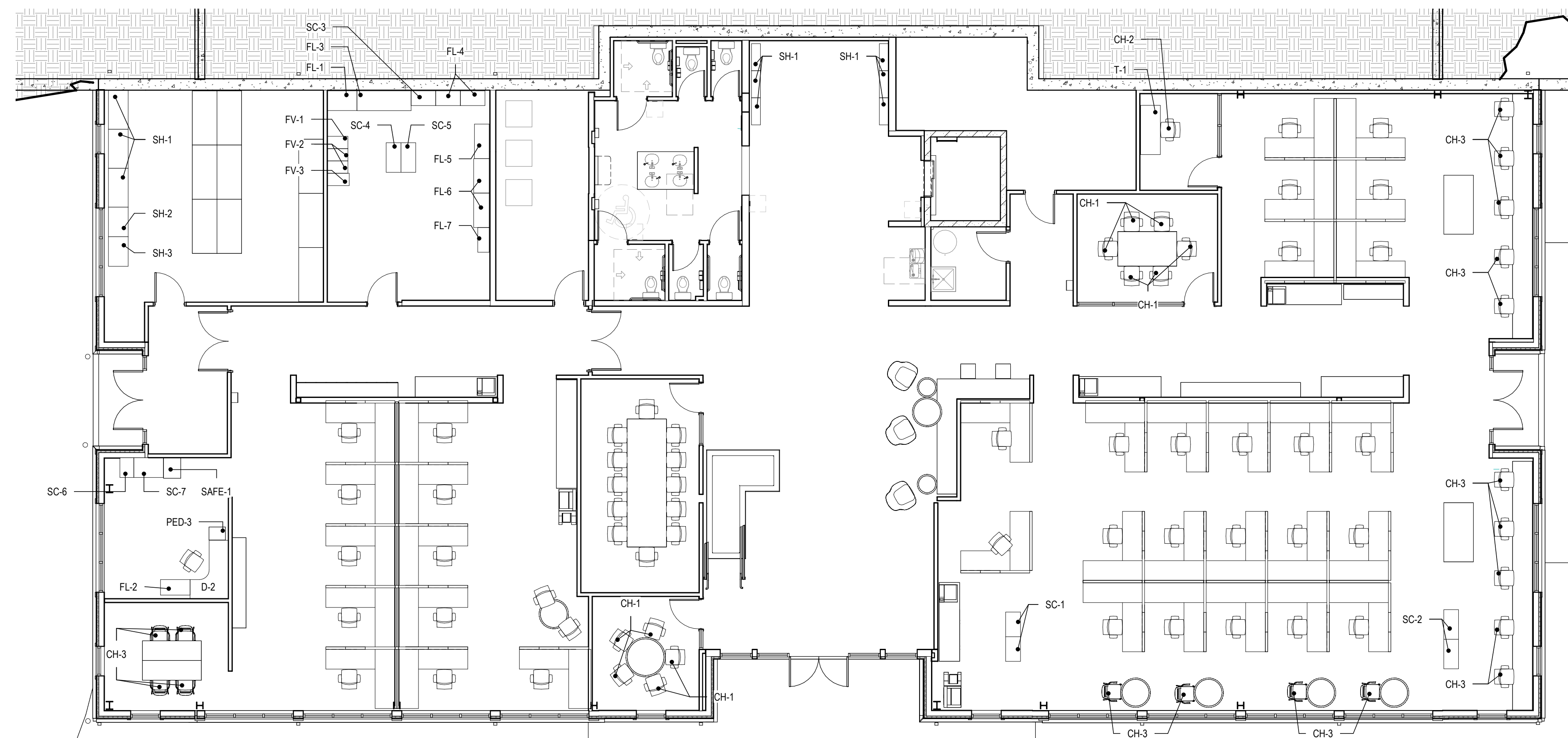
- 4.1** Attachment 1. Furniture Plan
- 4.2** Attachment 2. Proposal Form
- 4.3** Attachment 3. Form of Agreement with Exhibits

JOB AND FAMILY SERVICES BUILDING

5454+/- - STATE ROUTE 37 | NEW LEXINGTON, OHIO 43764 | PERRY COUNTY



upper level furniture plan
1/8" = 1'-0"



lower level furniture plan
1/8" = 1'-0"

STATUS:

PRELIMINARY
NOT FOR CONSTRUCTION

REVISION:

PROJECT NUMBER:

2021.037

DATE:

10.27.22

SHEET NAME:

FURN PLANS

SHEET NUMBER:

FP2.2

Attachment 2: Proposal Form

Proposer's Name: _____

Proposer's Address: _____

Principal Contact: _____

Telephone Number: _____

Federal Tax ID Number: _____

Date Submitted: _____

Article 1 — Acknowledgements & Information

1.1 Proposer hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

1.1.1 Proposer has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents.

1.1.2 Proposer represents that the Proposal is based upon the Contract Documents, including, but not limited to, the specifications.

1.1.3 Proposer has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. Proposer has no outstanding questions regarding the interpretation of the Contract Documents based upon what it has observed and could reasonably have been expected to have observed.

1.1.4 Proposer and each person signing on behalf of Proposer certify, and in the case of a joint or combined proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:

1.1.4.1 the Proposal amount, any Unit Prices and any Alternate items in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Proposal, Unit Prices or Alternate Items with any other Proposer;

1.1.4.2 unless otherwise required by law, the Proposal amount, any Unit Prices and any Alternate items in the Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the Proposal opening, directly or indirectly, to any other Proposer who would have any interest in the Proposal amount, Unit Prices or Alternate items; and

1.1.4.3 no attempt has been made or will be made by the Proposer to induce any other individual, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

1.1.5 Proposer will enter into and execute the Agreement with the Owner, if an Agreement is awarded on the basis of this Proposal.

1.1.6 Proposer certifies that upon the award of an Agreement, the Proposer will make a good faith effort to ensure that all of the Proposer's employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

1.1.7 Proposer agrees to furnish any information requested by the Owner to evaluate the experience, resources, and qualifications of the Proposer.

Proposer represents that it is not subject to a finding for recovery under Section 9.24, ORC, or that Proposer has taken the appropriate remedial steps required under Section 9.24, ORC, or otherwise qualifies under this section.

Signed and Submitted:

Proposer's Name

By: _____
Signature

Printed Name & Title

Date

OWNER-SUPPLIER AGREEMENT

Owner:
Perry County Job and Family Services
5454 OH 37 – P.O. Box 212
New Lexington, Ohio 43764

Contract: _____

Supplier:

Owner’s Representative(s):
David Hansen, Project Director
david.hansen@jfs.ohio.gov

Project:
Furniture and Equipment Supply Project

Owner, a political subdivision of the State of Ohio, and Supplier have entered into this Owner-Supplier Agreement (“Agreement”) as of the date signed by Owner (“Effective Date”). The Project consists of, but is not limited to, the procurement of the furniture and equipment identified in **Exhibit A** under the terms and conditions in this Agreement (the “Project”). The Supplier will be expected to coordinate the location of its deliveries at the Project site with the Owner.

The Work is being procured outside the scope of the statutory bidding requirements for Board of County Commissioners, as Ohio Revised Code Section 307.86 does not require competitive bidding when the county determines that the use of competitive sealed proposals would be advantageous to the county. Accordingly, the Work is being procured through the request for competitive sealed proposals process set forth in Ohio Revised Code Section 397.862.

The Supplier may be referred to as the Contractor in the other Contract Documents.

The Project Owner and Supplier agree as follows:

1. WORK

1.1. Supplier will furnish all the labor, services, delivery, unloading, materials, plant, equipment, tools, scaffolds, appliances, goods, furniture, equipment, and all other things (collectively called the “Work”) necessary for the timely and proper completion of the Project.

1.2. Supplier must at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of Owner, so as to complete the Project by the dates required by the Contract Documents. All materials, goods, furniture, and equipment provided must be new, free from all defects, fit for the purpose for which intended, and merchantable, unless otherwise agreed upon.

1.3. Supplier will assign a competent Project Supervisor. At the Owner’s request, Supplier will replace the Project Supervisor, provided that the request is reasonable. Owner will not be responsible for the acts or omissions of the Project Supervisor or his assistants.

1.4. Supplier shall deliver the goods, furniture, appliances, and equipment as required by the Contract Documents without damage to the goods, furniture or equipment, adjacent work in place, or anything else.

2. CONTRACT DOCUMENTS

2.1. The Contract Documents consist exclusively of the following documents incorporated by reference:

- A. Legal Notice;
- B. Request for Competitive Sealed Proposals;

- C. Proposal Form;
- D. Owner-Supplier Agreement, including all exhibits attached hereto;
- E. Addenda issued;
- F. Modifications issued after the execution of the Contract, including:
 - a. A written amendment to the Agreement signed by both parties;
 - b. A Change Order; or
 - c. A Construction Change Directive.

2.2. Supplier agrees that it will use the State of Ohio Subcontract Form for all subcontracted work.

2.3. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Days shall mean calendar days unless noted otherwise.

3. OWNER'S REPRESENTATIVE AND DESIGN PROFESSIONAL

3.1. MA Design is the Design professional on this project. Any incidental design services needed for the Project shall be provided by the MA Design. In doing so, the Supplier shall use its best efforts, best skills, and best judgment in providing such services for the Project in accordance with the professional standards and quality expected of professionals licensed to practice in Ohio with experience with projects similar in design and function to that of the Project. In performing services hereunder, the Supplier shall determine the requirements of the applicable law, rules, and regulations of jurisdictions having authority, including, but not limited to, building codes, so that the Work and the resulting Project will comply with all such requirements.

3.2. David Hansen, Project Director, is the Owner's Representative with respect to all matters involving Owner. MA Design is Owners Rep for Furniture Please reach out to Kori Baker, Kim Frencho, and Janell Arehart.

3.2.1. Except as specifically stated to the contrary elsewhere in this Agreement, Supplier will direct all communications to Owner through the Owner's Representative.

3.3. Supplier will coordinate the Work with the Owner and Owner's Rep and the separate contractors, consultants, or other agents. Supplier will provide access to the Work at all times. This coordination may require that the Supplier deliver and assemble goods, furniture, and equipment at one or more staging areas within the Project site.

4. INSPECTION AND ACCEPTANCE

The Supplier shall inspect all goods, furniture, equipment, appliances, and materials prior to shipment to the Owner. All goods and materials covered by this Agreement may be inspected and tested by Owner or its designee. If the Owner so elects to inspect or test, successful completion of such inspection and testing shall be a prerequisite to the Owner's acceptance of the goods, materials, or services. No inspection, test, approval or acceptance of goods, materials, or services shall relieve the Supplier from responsibility for defects or other failures to meet the requirements of this Agreement or the requirements of the Contract Documents.

5. CONTRACT PRICE

The Contract Price to be paid by Owner to Supplier, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations and responsibilities of Supplier under this Agreement and the other Contract Documents is \$_____. The Contract Price includes the following:

5.1. Base Proposal Amount: \$_____ (Lump Sum Proposal); and

The Contract Price includes all charges related to the goods, furniture, equipment, materials, and services including without limitation, the price of the goods, furniture, equipment, materials, or services, sales, use and other taxes, shipping, freight, and delivery charges. Supplier will be paid based on actual pieces of furniture delivered.

6. DELIVERY

The Contract Price includes delivery and unloading of all goods, furniture, equipment and materials to designated areas of the Project site determined by coordinating with the Owner and the Owner's General Supplier. Supplier will properly assemble and install furniture, equipment, appliances, and materials as directed by Owner and as required by the Contract Documents, without damage to the goods, furniture, equipment, or materials, adjacent work in place, or anything else.

7. PAYMENT

Owner will pay Supplier the portion of the Contract Price for all goods, furniture, equipment, or materials that are accepted, within thirty (30) days after the Delivery Date.

8. WARRANTIES

The Supplier warrants that any goods, furniture, equipment, materials, or services supplied hereunder shall conform to the generally recognized quality and safety standards of the Supplier's industry in the United States and shall meet or exceed the Supplier's specifications on performance as detailed in the Supplier's brochures, sales literature, and other specifications as may be available to the Owner and as provided in the Contract Documents.

In addition to any other express or implied warranties, the Supplier warrants that the goods, furniture, equipment, materials, and services furnished pursuant to the Contract Documents will be: (a) free from defects in title, workmanship, and materials; (b) free from defects in design except to the extent that such items comply with any detailed designs provided by the Owner; (c) of merchantable quality and suitable for the purposes for which the goods, materials, or services are intended.

If any goods, furniture, equipment, materials, or services covered by the Contract Documents are found not to be as warranted, the Owner may, by written notice to the Supplier: (a) rescind this Agreement as to such non-conforming goods, furniture, equipment, materials, or services; (b) accept such goods, furniture, equipment, materials or services at an equitable reduction in price; or (c) reject such non-conforming goods, furniture, equipment, materials, or services and require the delivery or performance of suitable replacements. If the Supplier fails to deliver/perform suitable replacements promptly, the Owner, with reasonable notice, may replace or correct such goods, materials, or services and charge the Supplier the additional cost occasioned the Owner thereby, or terminate this Agreement for default. Any items corrected or furnished in replacement are subject to all the provisions of this article titled **WARRANTIES** to the same extent as items initially furnished or originally ordered. Cost of replacement, rework, inspection, repackaging, and transportation of such corrected goods, materials, or services shall be at the Supplier's expense.

This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration, or earlier termination of this Agreement and such warranties shall run to the Owner, its successors, assigns, employees, and users of the goods, furniture, equipment, materials, or services. Nothing herein, however, shall limit the Owner's rights in law or equity for damages resulting from delivery of defective goods, furniture, equipment, materials, or services or damage caused during the delivery of goods, furniture, equipment, materials, or provision of services. Rights granted to the Owner in this article entitled **WARRANTIES** are in addition to any other rights or remedies provided elsewhere in this Agreement or in Law.

9. SERVICE

Supplier, without charge to Owner, (a) will repair or replace any of the goods, furniture, equipment, materials, or services which were not as warranted, or do not fully conform to the requirements of the Contract Documents, (b) will repair or replace any goods, furniture, equipment, materials, or services, or part thereof of the jobsite, that is damaged or destroyed because any part of the goods, furniture, equipment, materials, or services was not as warranted, or did not conform to the Contract Documents, (c) will repair or replace adjacent work damaged or adversely affected by the repair or replacement of warranted work, and (d) will repair or replace any goods, furniture, materials, and/or equipment that fails to function properly, except when such failure is caused by abuse or improper operation by Owner, or others under the control of the Owner. Supplier will perform all repairs and/or replacements promptly upon receipt of a request from Owner. Supplier's obligations under this paragraph are in addition to its other obligations under the terms of the Contract Documents.

10. INDEMNIFICATION

Supplier will indemnify and hold Owner harmless from all claims, costs, losses, damages, proceedings, judgments, liabilities, and expenses, including, without limitation, reasonable attorney fees that result from, or are related to, the breach or claimed breach of any of Supplier's warranties, the goods, furniture, equipment, materials, or services being defective or claimed to be defective, the goods, furniture, equipment, or materials being negligently designed or manufactured or claimed to have been negligently designed or manufactured, or the failure or claimed failure of Supplier to perform any of its obligations under the terms of the Contract Documents, including, but not limited to, timely delivery of the goods, furniture, equipment, materials, or services that are the subject of the Contract Documents, except when such claims, costs, proceedings, judgments, liabilities, and expenses result solely and proximately from (a) Owner's negligence or (b) Owner's breach of a statutory or legal duty. Supplier, while performing its obligations under the Contract Documents and at least sixty (60) days thereafter, shall maintain automobile, property and general liability insurance with a combined limit of at least \$1,000,000.00.

11. TIME IS OF THE ESSENCE

The dates in the Contract Documents are of the essence of the Agreement. The Supplier will prosecute its Work in accordance with the Contract Documents, including any amendments thereto.

The Supplier shall deliver the goods, furniture, equipment, and materials on [REDACTED] (the "Delivery Date"). The Supplier shall not begin delivery of the goods, furniture, equipment, or materials prior to the Delivery Date without the written permission of the Owner, which the Owner may withhold in its sole discretion.

If the Supplier does not have its Work complete on or before the Delivery Date, the Supplier shall pay the Owner (and the Owner may set off from sums coming due the Supplier) Liquidated Damages in the amount of \$500.00 per day. The Supplier acknowledges that such amount of Liquidated Damages represents a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Supplier's Work is not complete by the Delivery Date.

12. MISCELLANEOUS PROVISIONS

12.1 Jurisdiction. This Agreement shall be governed by the laws of the State of Ohio. Any unresolved claim or dispute arising under or related to this Agreement shall be subject to litigation in the Court of Common Pleas of Perry County, Ohio, unless the parties agree in writing to mediation or arbitration. The parties expressly waive their rights to have any claim or dispute removed to federal court.

12.2 Assignment. Supplier may not assign any of its interest in this Agreement.

12.3 Modification/Partial Invalidity. This Agreement may only be modified in written form, agreed to and signed by both parties. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then,

notwithstanding such term or provision, this Agreement shall remain in full force and effect and such term shall be deemed stricken.

12.4 Safety. Supplier shall perform all of its obligations under this Agreement in a manner protective of health and safety and shall comply with all applicable local, state, and federal laws, regulations, and standards pertaining to safety.

12.5 Taxes. The Supplier shall pay sales, consumer, use, commercial activity, and similar taxes for the Work provided by the Supplier that are legally enacted when Proposals are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Supplier acknowledges that the Owner is a political subdivision of the State of Ohio and so tax exempt from state sales and use taxes.

LIST OF EXHIBITS:

- A. Furniture Plan
- B. Tax Exemption Certificate
- C. Timeline

Owner: **Perry County Job and Family Services**

Supplier:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF FUNDS
(ORC Section 5705.41)

The undersigned, Fiscal Officer of the Owner, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: _____

Fiscal Officer

**EVALUATION WORKSHEET FOR
SUPPLIER FACTORS AND CRITERIA**

Name of Project: Furniture and Equipment Supply Project

Name of Proposer: _____

Date: _____

Criteria	Points Possible	Score
Proposer's Work History	15	
Proposer's Prior Experience with MA Design	15	
Proposer's Resources	10	
Proposed Modifications to the Agreement	15	
Proposer's Proposed Price	15	
Proposer's ability to provide gently used workstations and furnishings	10	
Proposer's Warehouse/Storage Capabilities	10	
Proposer's ability to recommend and provide workstations and furnishings consistent with the project's mission of providing a "new environment for public service".	10	
TOTAL	100	_____



Anticipated Furniture Project Timeline Perry County JFS

Milestone/Task	41	Anticipated Duration in Weeks
Furniture Kickoff Meeting:- -MA to develop preliminary furniture plans based on final design -MA to prepare preliminary budget	2	weeks
Furniture SD Meetings: (September-October 2022) -Furniture Vendor Tours -MA to review workstation typical with each department	7	weeks
Public Advertising of RFQs (November 16th) - Receive and Review quotes for furniture	3	weeks
Select Furniture Vendor (December 9th) - Alert and award selected vendor	1	weeks
Furniture DD Meetings: (December 2022) - Work with vendor to finalize furniture specifications with client (including workstation/office layouts, product selections and fabric/finish selections) Week One (Week of December 19th) - MA to work with selected vendor to establish typical workstation within budget constraints. MA to find options for ancillary/lounge furniture and start creating a fabric pallet. MA and PCJFS to have a meeting to discuss ancillary/lounge furniture/finish selections. Week Two (Week of December 26th) - MA to revise furniture and finish selections as needed per discussion. Week Three (Week of January 2nd) - MA and PCJFS to have a meeting to review revisions to ancillary/lounge pieces. PCJFS to approve selections or if not approved MA will send options via email for approval. Vendor, MA, and PCJFS to meet to approve of selected workstations. Week Four (Week of January 9th) - MA and Vendor to work on selections for review Week Five (Week of January 16th) - PCJFS to give final approval to ancillary/lounge furniture selections. MA to give vendor furniture information to find selections and fit into budget or find alternates.	5	weeks
Finalize furniture specifications with selected dealer (Feb. 2023) Week One (Week of January 23rd) - MA and Vendor to work on selections verifying they fit in budget finding alternates as needed Week Two (Week of January 30th) - PCJFS, MA, and Vendor to have meeting to discuss any changes and confirm final selections. Any changes to be discussed/confirmed via email between Vendor, PCJFS, and MA. Week Three (Week of February 6th) - Vendor to send PCJFS and MA finalized specifications.	3	weeks
Order Furniture (Feb 13th. 2023) (including workstation/office layouts, product selections and fabric/finish selections)	1	week
Estimated furniture procurement by dealer (March-July 2023) -MA to review dealer proposal -Place furniture order with selected dealer	16	weeks
Estimated furniture installation (July 2023)	3	weeks
Estimated occupancy	August 2023	

Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name _____

Exact location of job/project _____

Name of job/project as it appears on contract documentation _____

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/>	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input type="checkbox"/>	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/>	Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	<input type="checkbox"/>	A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/>	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/>	A house of public worship or religious education;		
<input type="checkbox"/>	The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/>	A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/>	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	<input type="checkbox"/>	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Subcontractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Owner/Contractee

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Political Subdivision

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____