

CONTRACT

THIS CONTRACT, is made and entered into this 1st day of Jul, 2012 by and between Cuyahoga County, Ohio (the "COUNTY"), and

Burlington Coat Factory Warehouse Corporation (hereinafter "Vendor") office located at **1830 Route 130 North Burlington, NJ 08016** (the COUNTY and Vendor may be referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, The COUNTY has previously issued a Request for Proposal #22547 seeking proposals for Emergency Assistance Services (Clothing, Food, Furniture); and

WHEREAS, Vendor submitted a BID in response to the RFP and the COUNTY selected the Vendor for the provision of CLOTHING, only; and

WHEREAS, the COUNTY desires to purchase the goods and services described in the RFP from Vendor, and Vendor is willing to provide such goods and services to the COUNTY all upon the terms and conditions set forth herein as well as the terms of the RFP,

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and Vendor hereby agree as follows:

ARTICLE I – DEFINITIONS

1.1 **Definitions.** Capitalized terms used in this Contract shall have the meanings as set forth in this Article I unless a different meaning is specifically provided or the context requires otherwise:

(a) "Contract" means this Contract and all Exhibits and other documents attached hereto, and includes the RFP referenced herein.

(b) "Deliverables" means any products, services, or maintenance to be provided by Vendor and delivered to COUNTY as described in the RFP and BID.

(c) **Context.** As the context of this Contract may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word "including" or any variation thereof is used herein, it shall mean "including, without limitation," and shall be construed as a term of illustration, not a term of limitation. Wherever the word "or" is used herein, it shall mean "and/or". The words "herein," "hereof," "hereunder," "hereby," "this Contract" and other similar references shall be construed to mean and include this Contract and all amendments hereof and supplements hereto unless the context clearly indicates or requires otherwise.

End of Article I.

ARTICLE II – TERM, STATEMENT OF WORK, AGREEMENT

2.1 Term. The term of this Contract shall commence on September 1, 2012 (the “Effective Date”) and, unless extended or earlier terminated in accordance with the provisions of this Contract, and shall terminate August 31, 2014 (the “Term”).

2.2 Statement of Work. By execution of this Contract, Vendor accepts and agrees to the terms and conditions set forth herein. During the Term, Vendor shall provide the products described in the BID, in accordance with said terms and conditions. In the event of a conflict between any provision of this Contract and any provision in the BID, the terms and conditions of this Contract, shall control; in the event of a conflict between any provision of the RFP and any provision of the BID, the provisions of the RFP shall control.

2.3 Products– Generally

2.3.1 Vendor shall provide clothing, as set forth in the RFP and Bid documents.

2.3.2 The County will issue a voucher to a person authorized to purchase clothing for children or youth described within the voucher. The voucher will list a maximum dollar amount.

2.3.3 The person authorized to purchase clothing will make their selection and present the voucher to the Vendor.

2.3.4 The voucher will be retained by the Vendor.

2.3.5 The Vendor will compare the selections against the voucher to check that the selections appear to be appropriate for the children or youth described in the voucher. The COUNTY will not be responsible for items which do not appear to be appropriate based upon the description in the voucher.

2.3.6 The Vendor will maintain the voucher and print out of the itemized sales receipt.

2.3.7 The Vendor will generate a sales receipt for the purchases which relate to the voucher separately from other purchases.

2.3.8 The voucher and sales receipt should be sent to the County for payment as set forth in Article III.

2.3.9 In case of return, the Vendor will notify the County. The parties will then agree to either have the payment refunded or offset the amount against a future invoice.

2.3.10 Vendor agrees not to charge a restocking fee or other charges or fees for returns of merchandise purchased using a County voucher.

2.4 Subcontractors. Vendor shall not engage any subcontractor in performing the work required under this Contract absent the written approval of the COUNTY.

End of Article II.

ARTICLE III – COMPENSATION, PAYMENT AND INVOICING

3.1. Compensation. Compensation paid by COUNTY to Vendor under this Contract shall not exceed **\$272,000.00.** September 1, 2012 to August 31, 2013 in the amount of \$136,000.00
September 1, 2013 to August 31, 2014 in the amount of \$136,000.00

3.2. Payment. In consideration of Vendor providing products in accordance with this Contract, and except as otherwise noted herein, the COUNTY, during the Term, agrees to pay Vendor in accordance with Article III.

3.3. Invoicing. Vendor shall invoice COUNTY by providing a copy of the voucher and sales receipt. (SEE EXHIBIT A) and sales receipt. **All vouchers must contain original signature in blue ink to be valid.** Any Invoice that does not include all information required may be rejected by COUNTY, in its sole discretion.

3.4. Vendor shall submit original invoice(s) to the following address:
Cuyahoga County Division of Children and Family Services
Payment Processing Unit
3955 Euclid Avenue
Cleveland, OH 44115

The COUNTY will endeavor to pay an Invoice within 30 days of approval of same by the COUNTY Project manager.

3.4. All-Inclusive Price. The prices set forth are inclusive of all charges for delivery of products or services described in the Bid (**SEE EXHIBIT B**).

3.5. Invoices may be submitted upon delivery of the goods or services. All invoices must be received by the COUNTY within 30 days after delivery of the goods or services. The COUNTY will deem any invoices received after 30 days as untimely and shall not be paid.

3.6. Audit, Records Retention. Vendor agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the COUNTY and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of five (5) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Vendor be notified that an audit has been commenced pursuant to Ohio Revised Code §117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

End of Article III.

ARTICLE IV – INDEMNITIES, LIABILITIES, INSURANCE

4.1. Indemnification.

4.1.1. Vendor shall indemnify and hold harmless and, at COUNTY's option, defend or pay for an attorney selected by COUNTY to defend, COUNTY, its employees, officers, servants, and agents, from and against any and all damage, liability, claims, losses, actions, judgments, expenditures and expenses, based upon or arising out of injuries, to include death resulting therefrom, or damages to persons or property (including loss of data) caused by or sustained in connection with the performance of this Agreement arising from the acts, errors or omissions of Vendor, its employees, agents, servants, or officers. The provisions of this Section shall survive the termination or expiration of this Agreement. To the extent considered necessary by the COUNTY, any sums due Vendor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved.

4.1.2. COUNTY shall notify Vendor as soon as reasonably possible if it becomes aware of any claim for which it may be entitled to indemnification under this Article IV, and if COUNTY chooses to have Vendor defend, COUNTY hereby gives Vendor the necessary authority, and shall provide such information and assistance as is reasonably necessary (at Vendor's expense with respect to reasonable out-of-pocket costs and reasonable attorney's fees) to enable Vendor to defend, compromise or settle such claim; provided that, Vendor will consult and share all relevant information with COUNTY in connection with all stages of such defense, compromise or settlement.

End of Article IV.

ARTICLE V – DEFAULT, LIQUIDATED DAMAGES

5.1. Default. The COUNTY may declare Vendor in default under this Contract, in whole or in part, if Vendor materially fails to fulfill any of its obligations and responsibilities hereunder, and Vendor is unable to cure such failure within one Business Day, or such longer period of time as may be specified in writing by the COUNTY. In the event Vendor materially fails to perform its obligations and responsibilities hereunder, the COUNTY shall so notify Vendor in writing of the failure and of the time period that has been established to cure such failure (the "Default Notice").

5.2. Termination for Financial Instability. In the event that Vendor becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against Vendor of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the COUNTY may, at its option, immediately terminate this Contract in accordance with this Article VIII.

5.3. Either party may terminate this Contract, with or without cause, by providing the other party thirty (30) days written notice sent to the persons identified in section 6.2. The written notice must be sent by a form of hand delivery or certified mail, return receipt requested.
End of Article V.

ARTICLE VI - MISCELLANEOUS

6.1. Relationship of Parties. Vendor is performing pursuant to this Contract only as an independent contractor. Vendor has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Contract, except as otherwise agreed upon by the parties. Nothing set forth in this Contract shall be construed to create the relationship of principal and agent between Vendor and the COUNTY. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or its affiliates or in any manner assume or create any obligation on behalf of, or in the name of the other party or its affiliates.

6.2. Notices. Wherever a Party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed delivered when delivered personally or, if delivered via certified mail with return receipt requested or via overnight courier with signature required, when the return receipt is either signed or refused, and addressed as follows:

In the case of the COUNTY:

Cuyahoga County Division of Children and Family Services

Attn: _____

3955 Euclid Avenue

Cleveland, Ohio 44115

In the case of Vendor:

Burlington Coat Factory Warehouse
Corporation

Attn: Susan Kenny

1830 Route 130 North

Burlington, NJ 08016

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

6.4. Severability. If any section, provision in this Contract or any portion thereof shall be invalid or unenforceable for any reason, such invalidity or lack of enforceability shall not affect the validity or enforceability of any other section, provision or portion thereof. To the extent an interpretation of a section, provision or a portion thereof can be made which will make it valid or enforceable, the Parties agree that the interpretation making it valid or enforceable should be chosen.

6.5. Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

6.6. Incorporation by Reference. All Exhibits or other attachments referenced in this Contract are hereby incorporated into this Contract by such reference and shall be considered a part of this Contract as if fully rewritten or set forth herein.

6.7. Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio. Any suit, action, or proceeding brought under this Contract shall be in a state or federal court of competent jurisdiction located in Cleveland, Ohio, and the Parties agree to the exclusive jurisdiction and venue of such court to resolve same.

6.8. Personal Property Taxes. The County of Cuyahoga shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the County of Cuyahoga, nor shall the County of Cuyahoga pay any insurance premiums for any coverage of any property not owned by the County of Cuyahoga, Ohio. No conditions shall alter this statement.

6.9. Tax Exempt Status. The County of Cuyahoga is a tax exempt No. 29 political subdivision of the State of Ohio (). Necessary tax exemption blanks will be furnished to Vendor when the Contract is signed.

6.10. Social Security Act. Vendor shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by Vendor for work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and Vendor also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

6.11. Assignment. Vendor shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract, except to a related entity or successor in interest who acquires all or substantially all of Vendor's assets, without approval of the County; provided, however, that Vendor may subcontract any work

or obligations to be performed by it pursuant to this Contract as provided for herein.

6.12. Required Contract Documents. Vendor shall provide the County documents it requires prior to the issuance of the contract. These may include a signature authorization form, a worker's compensation certificate, W-9 and any form required by federal, state or local law or ordinance.

6.13. Electronic Signature. The Parties agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Contract shall have the same legal effect as if that signature was manually affixed to a paper version of this Contract. The Parties also agree, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

6.14. Amendment. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Contract.

6.15. Compliance with Laws.

6.15.1. This Contract is subject to all applicable County ordinances, including, but not limited to: i) the Cuyahoga County Ethics Ordinance, ii) the Cuyahoga County Inspector General Ordinance, and iii) the Cuyahoga County Board of Control, Contracting and Purchasing Ordinance (the "County Ordinances"). Vendor shall comply with all County Ordinances as an integral part of this Contract. Copies of all County Ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us>.

6.15.2. Vendor shall not violate any applicable federal, state or local law including, without limitation, any law related to the transportation and disposal of hazardous substances.

6.16. Discrimination Prohibited. Vendor shall not discriminate against any person or group of persons based upon race, creed, sex, religion, color, age, national origin or ancestry in its performance under this Contract.

6.17. Entire Agreement and Modification. This Contract, including any Exhibits and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the Contract between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced. In the event of a conflict between this document and any Exhibit attached hereto, or hereinafter agreed to by the Parties, the terms of this document shall control.

6.18. The Vendor agrees to provide County with immediate notice if the Vendor is debarred from participating in federal programs.

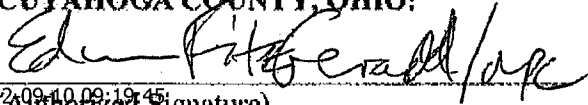
6.19. Provider agrees to comply with applicable laws, regulations, directives or codes, issued by the United States government or agency, as well as the State of Ohio or state agency, as required per Ohio Administrative Code 5101:2-47-23.1(B)(8), which states, in pertinent part:

Vendor shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee, unless the services or goods involved are provided at a competitive cost or under terms favorable to the vendor.

End of Article VIII.

IN WITNESS WHEREOF, the County and Vendor have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written above.

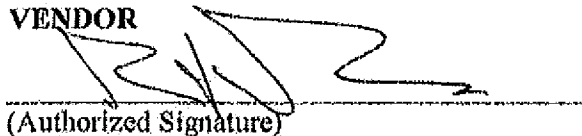
Edward Fitzgerald, County Executive
CUYAHOGA COUNTY, OHIO:



2012-09-10 09:19:45
(Authorized Signature)

Date

VENDOR



(Authorized Signature)

Date

7/27/12

By: Robert LaPenta Treasurer
Name (printed) and Title

Exhibit A
CLOTHING PURCHASE ORDER



Cuyahoga County
Division of Children & Family Services
ATTN: Payment Processing
3955 Euclid Avenue, Room 347-E
Cleveland, OH 44115
(216) 431-4500

Purchase Order No:

Sample

State I.D. # :

Federal I.D.# :

Resident of Child:

**This Purchase Order is to be
used for the purchase of
child's clothing, shoes and/or
boots only.**

Date: Sample

Requested by _____
Phone Number: _____

Date of Cancellation: 30 Days

Discount: None

This purchase order is only to be used to buy age and gender appropriate clothing for the child listed below.

Vendor: _____

Buyer: _____

Purchased For: _____

Person ID#: _____

Age/Gender: _____

Approved Net Order Amount: \$225.00

Should be in Blue Ink

(Authorized Signer)

**The Net Order Amount CANNOT exceed
Approved Net Order Amount.**

Net Order \$ _____

Buyer's Signature _____

SEND ALL INVOICES AND ORIGINAL RECEIPTS TO: PAYMENT PROCESSING, CUYAHOGA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES, 3955 EUCLID AVENUE, ROOM 347-E, CLEVELAND, OH 44115.

TERMS OF SALES:

- 1) That all sales and excise taxes are waived and that any discount rate, as negotiated between the Cuyahoga County Department of Children and Family Services and the store, is applied to the gross sales.
- 2) That the purchase has taken place prior to the date of cancellation of the Purchase Order.
- 3) That if the customer has exceeded the net sales, the customer has paid the difference in cash.
- 4) Purchase Order is VOID after 90 days from the date shown on the top of the P.O.

IMPORTANT: The Department of Children and Family Services will not be responsible for any purchases which exceed the Approved Net Order Amount and which have been charged to the Department.

Exhibit B

RFP Vendor Checklist

This checklist will help vendors to submit complete proposals. Proposals missing required elements are incomplete. Please include the components listed below in your submission.

☒ Cover page

☒ Cover letter: (original signature binding proposal must be included.)

☒ Telephone # & contact name

☒ Brief organizational history

☒ Years in the business 40 yrs.

☒ Identification of services vendor wish to supply

☐ Legal corporate status

☐ Vendor Federal Tax ID # on cover page

☐ Table of contents

☒ Service Information Gathering (one required for each proposed service)

☒ Required County forms completed:

- Non-Collusion Affidavit (requires notarization)*
- Bidder Compliance Form*
- Product Pricing List (Submittal A) *(if responding to the furniture services portion)*
- Principle Owner Form*
- IRS Form W-9: Request for Taxpayer ID and Certification*
- Declaration Regarding Material Assistance/Nonassistance To A Terrorist Organization*
- Signature Authorization (requires notarization)

From SBE Bidders Manual (if applicable)

☐ SBE-1, Covenant of Non-Discrimination

☐ SBE-2, SBE Subcontractor Participation Plan (if SBE used)

☐ SBE-3, Good Faith Effort Certification (requires notarization)

☐ Required vendor attachments:

☐ Most recent audited or compiled financial statement

☐ Required number of proposals



1830 Route 130 N, Burlington, New Jersey 08016-3020
(609) 387-7800 Fax (609) 589-3576

TO: Cuyahoga County Office of Procurement & Diversity

FROM: Burlington Coat Factory

RE: RFP Emergency Assistance Services

Included in this package are the proposal forms from Burlington Coat Factory
1830 Route 130 North
Burlington, NJ 08016



We would like to continue doing business with Cuyahoga County.



1830 Route 130
Burlington, NJ 08016

Dear Sir or Madame:

Have you heard? Burlington Coat Factory offers a community program, Burlington Community Partners, providing groups including governmental agencies, churches, charitable and other non-profit organizations the ability to provide direct assistance to their clients through local Burlington Coat Factory retail stores.

We can be very flexible in establishing programs that work within your organization's current systems and procedures. Burlington does business with many organizations with missions similar to yours. Examples of how we have partnered with other organizations to customize direct aid programs include:

- A Department of Human Services in Pennsylvania issues vouchers to families of foster care children to purchase back to school clothing. The foster parents can shop at their local Burlington store and present the agency vouchers for payment. The agency controls the type of merchandise purchased without the need to escort the family while shopping, making the process easy for everyone.
- A Vocational Rehabilitation Center in Washington purchases Burlington Gift Cards and distributes them to their clients to purchase back to work clothing. Their clients are able to shop at any Burlington Coat Factory location and Burlington Gift Cards allow the flexibility for their clients to choose their own items.

If your organization offers such direct assistance to your clients, we would like the opportunity to discuss how Burlington can add value to your existing program.

If your organization doesn't currently offer this type of program and is interested in the concept, we would like to show you how we can help customize a program to meet your organization's unique requirements.

Burlington Coat Factory, a national retail chain with more than 470 stores, offers current, high-quality, branded merchandise for the entire family at up to 70% off department store prices every day. Let Burlington be your organization's one-stop resource for ladies' sportswear, menswear, family footwear, children's clothing, baby furniture and accessories, home décor and, of course, coats for the entire family.

For information on the Burlington stores in your area, or to develop a Burlington Community Partners program for your agency, please contact us toll free at (855) 722-3911 or email us at BurlingtonCommunityPartners@coat.com.

We look forward to working with you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Susan Kenny", written over a horizontal line.

Susan Kenny
Burlington Community Partners
Phone: (855) 722-3911

SECTION II - SERVICE INFORMATION GATHERING (40 points)

(One (1) questionnaire is required for each service, and the questionnaire should be clearly marked).

Proposed Service: P.O. Vouchers

The vendor must provide answers to the following questions to be considered for proposal evaluation:

Please complete if you are responding to the Clothing and/or Food section of the RFP. (Please indicate in your answers rather you are responding to clothing, food, or both.)

Q1 How many stores do you have in Cuyahoga County, State of Ohio, within the United States?

A1 As a clothing retailer we have 3 stores in Cuyahoga County in the towns of Euclid, North Randall, & Cleveland. We have 17 stores located in Ohio and currently have 470 stores in the United States and Puerto Rico

Q2 Where are your store locations? (If more than one store, please feel free to attach list)

A2 6875 Southland Drive Middleburg Heights
20801 Miles Road 1 RANDALL PARK MALL North Randall
22400 Shorecenter Drive Euclid.

Q3 What are your store hours? (If more than one store, please feel free to attach list)

A3 Our store are opened from 10 till 9 Monday thru Saturday and 11-7 on Sunday.

Q4 In what denominations are your fixed (pre-set) value gift cards available?

A4

Value	Yes	No
\$5	✓	
\$10	✓	
\$15	✓	
\$20	✓	
\$25	✓	
\$50	✓	

\$100	<input checked="" type="checkbox"/>	
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Q5 Are there any charges or surcharges associated with the obtaining of your gift cards? If so, please explain?

A5 No, the cost of the cards is the face value of the cards

Q6 Can DCFS receive a discount for the bulk purchase of gift cards? If so, what is the discount?

A6 We offer a 5% discount to any Charitable Organization

Q7 Are there any charges or surcharges associated with the use of your gift cards? If so, please explain?

A7 No there are no charge associated with our gift cards.

Q8 Can clients use frequent buyer or store club cards in association with gift cards?

A8 We do not have frequent buyer or store club cards

Q9 What is the process DCFS must follow to purchase gift cards?

A9 Cards can be purchased in bulk at the store level up to \$200. Otherwise they need to be purchased through the corp office.

Q10 Will your store invoice DCFS for gift cards or must gift cards be pre-paid?

A10 Gift cards must be pre-paid.

Q11 How long does it take to receive gift cards once DCFS places an order?

Once order is placed blank gift cards are shipped out. When payment is received if paying by wire the cards are activated once wire has been received. If paying by check we wait 3 days for the check to clear before activating the cards.

A11

Q12 Are gift cards delivered to DCFS or must they be picked up, if so, where?
A12

We will ship them to DCFS.
Self purchasing < \$200. They may be
purchased & picked up right at BCF

Q13 Are there any restrictions on the use of your gift cards?
A13

There are no restrictions on our cards.

Q14 If selected for an award, is your company able to submit the following documents?
(DMA, PO, and W9 forms are attached)

A14

Document	Yes, We are able to furnish	No, We are not able to furnish
Declaration Regarding Material Assistance/NonAssistance to a Terrorist Organization (DMA)	X	
Principle Owner Form(PO)		
IRA form W-9 Request for Taxpayer Identification Number & Certification	X	
Ethics Training Certificate		

Q15 Is your company registered to do business with Cuyahoga County government?

(If not, you will need to be registered before you can be considered for an award. To register or check to see if you are registered, please go on-line to www.opd.cuyahogacounty.us. Go to the "services" tab and click on "vendor registration")

Yes, my company is registered to do business with Cuyahoga County government.

No, my company is not currently registered to do business with Cuyahoga County government. However, we have/will register as of (please insert date below)

A15

	3/6/12
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Please complete if you are responding to the Furniture section of the RFP.

Q1 How many stores do you have in Cuyahoga County, State of Ohio, within the United States?

A1

N/A

Q2 Where are your store locations? (If more than one store, please feel free to attach list)

A2

Q3 What are your store hours? (If more than one store, please feel free to attach list)

A3

Q4 Please provide an Itemized Product Price List for the items outlined in the background statement of this RFP? (Please see attached document)

A4

Q5 Do you offer delivery/assembly/installation services throughout the Cuyahoga County service area, if so, what is the standard delivery policy and timeframe?

A5

Q6 Can DCFS receive a discount for the purchase of furniture? If so, what is the discount?

A6

Q7 Is furniture warranted, if so, what is the warranty policy instituted and offered (ex. Is furniture warranted from defects in material and workmanship, wear and tear, etc?)?
QA7

Q8 How would you meet DCFS unique requests for furniture that may not be listed in the background statement of this RFP or on the Product Price List; and how will pricing occur?
A8

Q9 What is the process DCFS must follow to purchase furniture?
A9

Q10 Will your store invoice DCFS for furniture or must furniture be pre-purchased?
A10

Q11 How long does it take for furniture to be delivered/installed once DCFS places an order?
A11

Q12 Are there any restrictions on the ordering/purchasing/delivery of furniture?
A12

Q13 If selected for an award, is your company able to complete the following documents?
(DMA, PO, and W9 forms are attached)

A13

Document	Yes, We are able to furnish	No, We are not able to furnish
Declaration Regarding Material Assistance/NonAssistance to a Terrorist Organization (DMA)		
Principle Owner (PO)		
IRM form W-9 Request for Taxpayer Identification Number & Certification		
Ethics Training Certificate		

Q15 Is your company registered to do business with Cuyahoga County government?

(If not, you will need to be registered before you can be considered for an award. To register or check to see if you are registered, please go on-line to www.opd.cuyahogacounty.us. Go to the "services" tab and click on "vendor registration")

Yes, my company registered to do business with Cuyahoga County government.

No, my company is not currently registered to do business with Cuyahoga County government. However, we have/will register as of (please insert date below)

A15

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SECTION III- PROJECT UNDERSTANDING (10 points)

Provide the Following Information:

- What do you understand to be the purpose and scope of this project?

Scope of Work/Solution/Project Narrative

What is your proposed solution to the needs identified by the County?

SECTION IV - PROJECT MANAGEMENT (10 points)

Describe your project management approach including:

- The method used in managing the project