### RESOLUTION NO. <u>28-2/</u> CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Mark Engert ON THE 15 DAY OF March , 2021.
A RESOLUTION ACCEPTING THE BID SUBMITTED BY BUSINESS FURNITURE, LLC OF DAYTON, OHIO FOR THE YANKEE TRACE FURNITURE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN CONNECTION THEREWITH.
WHEREAS, the City of Centerville advertised for bids for the Yankee Trace furniture upgrades according to specifications prepared by the City; and
WHEREAS, Business Furniture, LLC of Dayton, Ohio, was the low and best bidder.
NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:
Section 1. That the bid submitted by Business Furniture, LLC of Dayton, Ohio for the installation and upgrades to the Yankee Trace furniture to the City of Centerville for a bid price of \$92,831.21, is hereby accepted, a copy of which is attached hereto, incorporated herein, and marked Exhibit "A".
Section 2. That the City Manager is hereby authorized to do all things necessary to execute a contract with Business Furniture, LLC of Dayton, Ohio, as stated above.
Section 3. This resolution shall become effective at the earliest date allowed by law.
PASSED this day of, 2021.
Mayor, City of Centerville, Ohio

ATTEST:

Clerk of Council, City of Centerville, Ohio

#### **CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio hereby certifies that the foregoing is a true and correct copy of Resolution Number 28-21 passed by the Council of the City of Centerville, Ohio on the 12 day of March, 2021.

Clerk of Council

Approved as to form, consistency with the Charter and Constitutional Provisions.

Department of Law Scott A. Liberman Municipal Attorney



Corporate Office 8421 Bearing Drive Suite 200 East Indianapolis, IN 46268 P: 317-216-1600

### Quotation

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
274036	02/17/21		CITYCE	RODNEY HOPKINS	

**Quote To** 

CITY OF CENTERVILLE 100 W. SPRING VALLEY RD. Dayton OH 45458 Ship To

CITY OF CENTERVILLE-YANKEE TRACE CLUBHOUSE 10000 Yankee St Dayton OH 45458

Terms NET 10 DAYS

#### Sales Location BUSINESS FURNITURE OHIO

Line	Quantity	Catalog N	lumber / Description	Unit Price	Extended Amount
		YANKEE TRACE CLUBHO	USE FURNITURE		
BEG	Subsection	B-01			
1	1	OX2152T Oxley Single Seat Tufted Box 53 3/4w x 17 3/4h Fabric Grade Selection COM Customer's Own Ma Metal Color MBK Matte Black		970.11	970.11
	Tag For	5 weeks			
2	1	FREIGHT Freight charges JSI.	JSI	89.66	89.66
3	4	LUGANO MONTAGE COM to go on JSI Oxley Be UHM-LG-02 Montage.	MOMENTUM ench. Momentum Lugano	31.03	124.12
4	1	FREIGHT Freight charges Momentum	MOMENTUM	31.03	31.03
				Subsection Sub Total OHIO STATE TAX EXEMPT	1,214.92 0.00
				Subsection Total	1,214.92
END	Subsection				



Business Furniture 607 E Third St Suite 200 Dayton, OH 45402 P: 937-293-1010 Corporate Office 8421 Bearing Drive Suite 200 East Indianapolis, IN 46268 P: 317-216-1600

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
274036	02/17/21		CITYCE	RODNEY HOPKINS	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
BEG 5	Subsection 2	B-02 REUPHOLSTER ATOZUPHOLS Labor to recover two benches.	230.00	460.00
		3 each		
6	6	AYANO AEGEAN MOMENTUM COM to go on existing benches. Momentum Ayano UHN-AY-06 Aegean.	42.53	255.18
7	1	FREIGHT MOMENTUM Freight charges Momentum.	39.08	39.08
		O	Subsection Sub Total HIO STATE TAX EXEMPT Subsection Total	754.26 0.00 754.26
END	Subsection			
BEG	Subsection	B-03 AND B-04		
8	2	216711 BUSINESS Crate and Barrel. TATE SLATTED BENCH WALNUT. Mid April: Tate Bench	536.38	1,072.76
9	4	335263 BUSINESS Crate and Barrel. MTO LOWE BACKLESS BENCH NAVY. made to order with a production time of 10-14 weeks	292.13	1,168.52
		The Lowe Bench is made to order with a production time of 10-14 weeks. Once the order is placed, it cannot be cancelled or returned.		
10	1	FREIGHT BUSINESS Freight Crate and Barrel and CB2.	171.26	171.26
			Subsection Sub Total	2,412.54 0.00



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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
274036	02/17/21		CITYCE	RODNEY HOPKINS	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
END			Total	2,412.54
BEG	Subsection	CH-01		
11	58	SA288 BEAUFURN Beaufurn Ivar stacking side chair. Light Walnut Wood. COM? 1.25 needed.	382.76	22,200.08
		5-6 weeks after receipt of fabric.		
12	1	FREIGHT BEAUFURN Beaufurn freight.	1,824.14	1,824.14
13	73	AYANO AEGEAN MOMENTUM COM to go on Beufurn Stacking side chair. Momentum Ayano UHN-AY-06 Aegean.	42.53	3,104.69
14	1	FREIGHT MOMENTUM Freight charges Momentum.	145.98	145.98
			Subsection Sub Total	27,274.89
		C	OHIO STATE TAX EXEMPT Subsection Total	0.00
END	Subsection		Subsection rotal	27,274.89
BEG	Subsection 6	CH-02   1731-05   KELLEXCORP	498.11	22 200 2
15	O	Kellex Salma Lounge Chair. Montana Walnut Wood. COM.	490.11	2,988.66
		45 Days from receipt of fabric		
16	27	GRANDEUR CLOUD 9 MOMENTUM  COM to go on Kellex Salma Lounge Chair. TRI KES  Source One Upholstery Grandeur, UHM-GD-06  Cloud 9.	102.30	2,762.10
17	1	FREIGHT MOMENTUM Freight charges TRI KES.	77.01	77.01



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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
274036	02/17/21		CITYCE	RODNEY HOPKINS	

Extended Amount	Unit Price		Catalog Number / Description	Quantity	Line
5,827.77 0.00	ubsection Sub Total ATE TAX EXEMPT				
5,827.77	Subsection Total				
				Subsection	END
			DH-03	Subsection	BEG
917.80	458.90	<b>1.</b>	760-05 KELLEXCORP  Kellex Carrick Chair. Montana Walnut Wood. COM.	2	18
			5.5 each		
			5 Days from receipt of fabric		
403.39	31.03	:S	UGANO MONTAGE MOMENTUM COM to go on Kellex Salma Lounge Chair. TRI KES Source One Upholstery Grandeur, UHM-GD-06 Cloud 9.	13	19
50.57	50.57		REIGHT MOMENTUM reight charges Momentum.	1	20
1,371.76	ubsection Sub Total	Si			
0.00	ATE TAX EXEMPT	OHIO ST			
1,371.76	Subsection Total				
				Subsection	END
			CH-04	Subsection	BEG
1,205.75	1,205.75		691-60 MARQUIS CLEMENTINE LOUNGE CHAIR. 008 Wood. V:24.00 D:29.00 H:31.50 SH:17.75. COM	1	21
			-8 weeks from receipt of COM fabric		
163.20	40.80	e	GIBRALTOR CREAMY MOMENTUM RI KES Source One Upholstery Gibralto HN-GT-50 Creamy. To go on Marquis Clementine hair.	4	22
31.03	31.03		REIGHT MOMENTUM	1	23



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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
274036	02/17/21		CITYCE	RODNEY HOPKINS	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
			Subsection Sub Total TATE TAX EXEMPT Subsection Total	1,399.98 0.00 1,399.98
END	Subsection		Subsection Total	1,388.80
BEG	Subsection	CH-05		
24	1	3311 RCH CHARTERFUF Charter Furniture Chaise Lounge. Mink SF211 Wood. COM	1,344.83	1,344.83
		7 each  DOMESTIC 10-12 WEEKS		
25	7	GRANT SOFT FEATHER MOMENTUM  Momentum Grant UHN-GR-01 Soft Leather. To go on Charter Furniture Chaise Lounge.	40.80	285.60
26	1	FREIGHT MOMENTUM Momentum Freight.	39.08	39.08
			Subsection Sub Total	1,669.51
		OHIO S	TATE TAX EXEMPT	0.00
			Subsection Total	1,669.51
END	Subsection			
BEG	Subsection	CH-06		
27	4	500-3208 CHARTERFUF Charter Furniture Lounge Chair. Columbian Walnut SF214 Wood. COM	1,103.45	4,413.80
		6.5 each  DOMESTIC 10-12 WEEKS		
28	26	INTREPID HARBOR MOMENTUM	66.09	1,718.34



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274036	02/17/21		CITYCE	RODNEY HOPKINS	

Extended Amount	Unit Price	lumber / Description	Catalog N	Quantity	Line
		· · · · · · · · · · · · · · · · · · ·	TRI KES Source One Upho Harbor. To go on Charter F		
77.0	77.01	MOMENTUM lstery Freight.	1 FREIGHT TRI KES Source One Upho	1	29
103.1	20.63	CULPINC ing Welt to go on Charter	5 ARCHETYPE QUARTZ Archetype Quartz. Contrast Furniture Chaise Lounge.	5	30
31.0	31.03	CULPINC	1 FREIGHT Archetype Freight.	1	31
6,343.3	ubsection Sub Total	S			
0.0	ATE TAX EXEMPT	OHIO ST			
6,343.3	Subsection Total				
			on	Subsection	END
			on OT-01	Subsection	BEG
780.2	390.14	KELLEXCORP	2 15662-00	2	32
		ght Powdered Coat,	Kellex Cato Ottoman. Midni Pewter Nailhead. COM		
			1 each		
		ric	45 Days from receipt of fab		
133.3	66.67	CARNEGIE	2 MOTO 6084 6	2	33
		go on Kellex Cato	Carnegie Moto 6084 6. To gottoman.		
31.0	31.03	CARNEGIE	1 FREIGHT Freight charges Carnegie.	1	34
944.6	ubsection Sub Total				
0.0	ATE TAX EXEMPT	OHIO ST			
944.6	Subsection Total				
			on	Subsection	END
	1				



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274036	02/17/21		CITYCE	RODNEY HOPKINS	

2140	02/1//2	OTTGE	TODINET HOLKING	
Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
35	6	600-2683 CHARTERFUF Charter Furniture Ottoman. Satin Black iron MF-22 Metal base. COM  3.25 each IMPORT 12-14 WEEKS TARIFF APPLIES	477.01	2,862.06
36	20	FLEMING INTELLIGENCE MOMENTUM  Momentum Fleming UHN-FL-02 Intelligence. To go on Charter Furniture Ottoman.	55.75	1,115.00
37	1	FREIGHT MOMENTUM Momentum Freight.	56.32	56.32
38	1	LUGANO MONTAGE MOMENTUM  Momentum Lugano UHM-LG-02 Montage to go on straps/handle on Charter Furniture Ottoman.	31.03	31.03
			Subsection Sub Total OHIO STATE TAX EXEMPT Subsection Total	4,064.41 0.00 4,064.41
END	Subsection			
<b>BEG</b> 39	Subsection 2	OT-03  1626-00 KELLEXCORP  Kellex Aria ottoman. Montana Walnut Wood, Pewter Nailhead. COM	444.30	888.60
		2.25 each 45 Days from receipt of fabric		
40	5	AYANO HAZELWOOD MOMENTUM TRI KES Source One Upholstery Ayano UNG-AY-11 Hazelwood. To go on Kellex Aria Ottoman.	42.53	212.65
41	1	FREIGHT MOMENTUM TRI KES freight.	31.03	31.03



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274036	02/17/21		CITYCE	RODNEY HOPKINS	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
			Subsection Sub Total OHIO STATE TAX EXEMPT	1,132.28 0.00
END	Subsection		Subsection Total	1,132.28
BEG 42	Subsection 2	OT-04 837424-40 MARQUIS CECE BENCH W/WOODEN LEGS. COM 1 each	351.72	703.44
43	2	6-8 weeks from receipt of COM fabric  RIATA MONTAGE MOMENTUM  Momentum Riata UHN-LG-04 Montage. To go on  Marquis Cece bench.	45.98	91.96
			Subsection Sub Total OHIO STATE TAX EXEMPT	795.40 0.00
END	Subsection		Subsection Total	795.40
BEG 44	Subsection 1	S-01 5863-23 MARQUIS HAYWOOD SOFA. COM 12.5 yards 6-8 weeks from receipt of COM fabric	1,205.75	1,205.75
45	1	FREIGHT MARQUIS Marquis total freight.	218.05	218.05
46	13	FLEMING AGENT MOMENTUM TRI KES Source One Upholstery Fleming UHN-FL-01 Agent. To go on Marquis Haywood Sofa.	55.75	724.75
47	1	FREIGHT MOMENTUM TRI KES Freight.	50.57	50.57



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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
			Subsection Sub Total	2,199.12 0.00
END	Subsection		Subsection Total -	2,199.12
<b>BEG</b> 48	Subsection 1	S-02 ORBE63 ACERAYLLC Aceray 2 Seat Lounge. Walnut 1 Wood. COM	1,836.21	1,836.21
		9.25 each		
		8-10 weeks		
49	1	FREIGHT ACERAYLLC Aceray freight.	204.02	204.02
50	11	SCOUT NO 4250-03 BAL JOSEPHNOBL Joseph Noble Scout No 4250-03 Ballarat. To go on Aceray 2 seat lounge.	49.43	543.73
51	1	FREIGHT JOSEPHNOBL Joseph Noble Freight.	40.23	40.23
			Subsection Sub Total	2,624.19
		оню s	TATE TAX EXEMPT	0.00
			Subsection Total   -	2,624.19
END	Subsection		and the state of t	
BEG	Subsection	S-03		
52	1	1677-30 KELLEXCORP	1,516.99	1,516.99
		Kellex Edward sofa Walnut 1 Wood. COM  8 yards		
		45 Days from receipt of fabric		
53	8	FLEMING AGENT MOMENTUM TRI KES Source One Upholstery Fleming UHN-FL-01 Agent. To go on Kellex Edward Sofa.	55.75	446.00



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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
274036	02/17/21		CITYCE	RODNEY HOPKINS	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
54	1	FREIGHT MOMENTUM TRI KES Freight.	34.48	34.48
			Subsection Sub Total	1,997.47
		OHIC	STATE TAX EXEMPT   Subsection Total	1,997.47
END	Subsection		Subsection Total	1,997.47
<b>BEG</b> 55	Subsection 1	KELLEX FREIGHT FREIGHT KELLEXCORP Kellex freight for all Kellex items.	1,031.07	1,031.07
		OHIC	Subsection Sub Total  STATE TAX EXEMPT	1,031.07 0.00
END	Subsection		Subsection Total	1,031.07
<b>BEG</b> 56	Subsection 10	ST-01 500-3208 CHARTERFUF Charter Furniture Berteau bar stool. Satin black iron MF-22 metal base. COM	547.13	5,471.30
		2.5 each IMPORT 12-14		
		TARIFF APPLIES		
57	25	FLEMING INTELLIGENCE MOMENTUM  Momentum Fleming UHN-FL-02 Intelligence. To go on Charter Furniture Berteau bar stool.	55.75	1,393.75
58	1	FREIGHT MOMENTUM Momentum Freight.	65.52	65.52
			Subsection Sub Total	6,930.57
		OHIC	STATE TAX EXEMPT	0.00
			Subsection Total	6,930.57



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274036	02/17/21		CITYCE	RODNEY HOPKINS	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
END				
BEG	Subsection	CHARTER FREIGHT AND TARIFF CHARGES		
59	1	FREIGHT CHARTERFUF Charter Furniture freight for all Charter items.	951.16	951.16
60	1	TARIFF CHARTERFUF Charter Furniture tariff charge for all Charter items.	833.33	833.33
			ubsection Sub Total	1,784.49
		OHIOS	Subsection Total	1,784.49
END	Subsection			
BEG	Subsection	T-01		
61	16	SW342 BUSINESS Table Topics Ash, Satin Acralyte Lite, Heavy Distressing, Custom Satin Effect. 36" x 36" Top	493.10	7,889.60
		One time fee of \$125.00 for matching a custom color		
		8-10 Weeks From Receipt of Order		
62	1	FREIGHT BUSINESS Table Topics freight. Total freight.	762.02	762.02
63	1	PAINT BUSINESS Paint 16 existing 27"h metal table bases. Semi gloss black.	1,206.90	1,206.90
		Paint 2 existing 39"h metal table bases. Semi gloss black.		
		lander en 10 km	ubsection Sub Total	9,858.52
		OHIO ST	ATE TAX EXEMPT Subsection Total	9,858.52
END	Subsection			



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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
274036	02/17/21		CITYCE	RODNEY HOPKINS	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
<b>BEG</b> 64	Subsection 2	T-02 SW342 BUSINESS Table Topics Ash, Satin Acralyte Lite, Heavy Distressing, Custom Satin Effect.	547.13	1,094.26
		36" round Top  8-10 Weeks From Receipt of Order		,
			section Sub Total	1,094.26
END	Q.115		Subsection Total	1,094.26
END	Subsection			
BEG	Subsection	WEST ELM ITEMS		
		T-03, T-04, T-05, T-06, T-07, T-08, T-11		
65	4	1678671 BUSINESS  West Elm Bone Side Table. Hand Inlaid Natural Bone Tile, Engineered Wood Top, Iron Base with Powder Coated Steel Legs.	171.55	686.20
		In Stock, UPS Delivery 1-3 Weeks		
	Tag For	T-03		
66	2	6638474 BUSINESS	775.00	1,550.00
	_	West Elm Streamline Bookcase Marble, Antique Bronze.		.,
		In Stock on 2/11/2021, UPS Delivery 5-7 Days		
	Tag For	T-04		
67	2	5607083 BUSINESS  West Elm Alexa Reclaimed Wood Bunching Table-Honey. Reclaimed Oine Wood. Top Honey Finish, Iron Base in Brass Finish.	343.97	687.94
		In Stock on 5/25/2021, Freight Delivery 2-4 Weeks		
	Tag For	T-05		



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274036	02/17/21		CITYCE	RODNEY HOPKINS	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
68	2	1783312 BUSINESS West Elm Volume Side Table-Wood. Engineered Wood Wrapped with Walnut Veneer.	214.66	429.32
	Tag For	In Stock on 3/9/2021, UPS Delivery 5-7 Days T-06		
69	1	8025520 BUSINESS West Elm Origami Coffee Table. Hand Inlaid Natural Bone Table Top, Metal Base with Gunmetal Finish.	343.97	343.97
	Tag For	In Stock, UPS Delivery 1-3 Weeks T-07		
70	1	8324173 BUSINESS West Elm Streamline Consule Wood. Dark Walnut Top, Antique Bronze Base.	309.48	309.48
	Tag For	In Stock on 2/11/2021, UPS Delivery 1-3 Weeks T-08		
71	2	8417286 BUSINESS West Elm Streamline Square Side Table-Marble. White Marble Top, Antique Bronze Base.	326.72	653.44
	Tag For	In Stock, UPS Delivery 5-7 Days		
72	1	FREIGHT BUSINESS West Elm freight and surcharge.	608.74	608.74
		그는 사람들은 얼마를 가장 하면 살아가는 사람들은 사람들이 가장 하는 사람들이 되었다. 그는 사람들이 살아가는 사람들이 되었다. 나는 사람들이 살아	ubsection Sub Total ATE TAX EXEMPT	5,269.09 0.00
			Subsection Total	5,269.09
END	Subsection			
<b>BEG</b> 73	Subsection 1	T-09 421203 BUSINESS CB2 SMART MRBL RND COF TBL P1	318.75	318.75



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274036	02/17/21		CITYCE	RODNEY HOPKINS	

Extended Amount	Unit Price	mber / Description	Quantity Catalog N	Quantity	Line
		ble	Early April: Smart Coffee T		
168.78	168.78	BUSINESS LE BLCK BAS	1 493020 CB2 EAC SMRT CFFEE T	1	74
		ble	Early April: Smart Coffee T		
487.53	Subsection Sub Total	S			
0.00	TATE TAX EXEMPT	OHIO ST			
487.53	Subsection Total -		ubsection	Subsection	END
			ubsection T-10	Subsection	BEG
1,394.48	1,394.48		1 SIENNA TABLE Ballard Design Sienna Ped round. Worn Rubbed Black	i e e a pue a comerción case considerado de comerción de comerción de comerción de comerción de comerción de c	75
246.90	246.90	BUSINESS	1 FREIGHT Ballard Designs freight.	1	76
1,641.38	Subsection Sub Total				
0.00 1,641.38	TATE TAX EXEMPT - Subsection Total	OHIO ST			
			ubsection	Subsection	END
			ubsection P-01	Subsection	BEG
80.50	40.25	ATOZUPHOLS rs.	2 THROW PILLOW 16" throw pillows. Sofa pillo	2	77
306.90	102.30	MOMENTUM stery Grandeur,	3 GRANDEUR CLOUD 9 TRI KES Source One Upho UHM-GD-06 Cloud 9.	3	78
			3 yards		
16.09	16.09	MOMENTUM	1 FREIGHT TRI KES freight.	1	79
403.49	Subsection Sub Total	S			



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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
274036	02/17/21		CITYCE	RODNEY HOPKINS	

Line	Quantity	Catalog I	Number / Description		Unit Price	Extended Amount
				оню ст	ATE TAX EXEMPT	0.00
					Total	403.49
END						
BEG	Subsection	P-02				
80	2	THROW PILLOW 18" throw pillows. Sofa pillo	ATOZUPHOLS ows.		40.25	80.50
81	1	MARRAKESH SIROCCO TRI KES Source One Upho UHV-MK-02 Sirocco.	MOMENTUM olstery Marrakesh,		155.17	155.17
		2.5 yards				
82	1	FREIGHT TRI KES freight.	MOMENTUM		16.09	16.09
					bsection Sub Total	251.76
				OHIO ST	ATE TAX EXEMPT _	0.00
					Subsection Total	251.76
END	Subsection					
BEG	Subsection	P-03				
83	2	THROW PILLOW 12" X 18" throw pillows. So	ATOZUPHOLS fa pillows.		40.25	80.50
84	1	HINGE 6552 8 Carnegie Hinge 6552 8.	CARNEGIE		169.54	169.54
		2.5 yards				
85	1	FREIGHT Carnegie freight.	CARNEGIE		31.03	31.03
				Su	bsection Sub Total -	281.07
				оню sт	ATE TAX EXEMPT	0.00
					Subsection Total	281.07
END	Subsection					



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274036	02/17/21		CITYCE	RODNEY HOPKINS	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
BEG	Subsection	LABOR		
86	1	JOB BFCINSTA  Labor to deliver and install during normal business hours. Site and areas to be clear.  This to include one trip charge out. Any additional trip charges will need to be added.	1,540.00	1,540.00
			bsection Sub Total	1,540.00 0.00
END	Subsection		Subsection Total -	1,540.00

#### **QUOTATION TOTALS**

 Sub Total
 92,599.71

 Waste Management (A)
 231.50

 OHIO STATE TAX EXEMPT
 0.00

 TAX EXEMPT
 0.00

 Grand Total
 92,831.21

End of Quotation



Corporate Office 8421 Bearing Drive Suite 200 East Indianapolis, IN 46268 P: 317-216-1600

#### Quotation

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
274036	02/17/21		CITYCE	RODNEY HOPKINS	

1. AGREEMENT. The following terms and conditions apply to all customer quotes and orders, regardless of whether binding or not, by Business Furniture LLC ("Company") to the Buyer and are hereby incorporated by reference into and made a part of any such quote or order. These terms and conditions prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or any such terms. Any quote or order is considered binding when the Buyer confirms the order by issuing a purchase order or when the Buyer signs the Company quote.

#### 2. TERMS AND PAYMENT

- a. <u>Deposit Requirement</u> A deposit of 50% of the total purchase price stated on the binding quote or purchase order is required at the time Buyer signs such quote or otherwise issues a purchase order.
- <u>Payment Terms</u> Payment terms are net 10 days from date of any invoice received from Company. Progress invoices
  may be issued upon accepted delivery of product.
- c. <u>Credit Cards</u> American Express, VISA and Mastercard are accepted for payment. For orders greater than \$3,000, a 3% transaction fee will be added.
- d. <u>Default Charge</u> Buyer shall be liable for payment of interest on accounts not paid when due at the rate of one-and one-half percent (1.5%) per month, or the highest rate allowed by law.
- e. <u>Legal Fees</u> Buyer agrees to pay all reasonable legal and collection fees associated with non-payment of invoices.
- f. <u>Setoff Rights</u> Subject to Buyer's rights set forth in Section 7(a), Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Company, whether relating to Company's breach or otherwise.
- 3. <u>ACCEPTANCE</u>. Prices are quoted FOB destination and are firm for a period of 30 days from the date of the binding quote or order, unless otherwise stated. Prices are subject to change after 30 days. Company's offer to sell is contingent upon approval of Buyer's credit. Merchandise is subject to reasonable variation in color, quality, and finish, as allowed by industry standards. Company shall not be held responsible for furniture specifications not prepared by Company.

#### 4. CANCELLATION AND CHANGES; TAX

- a. <u>Changes and Cancellation</u> Changes made in the specifications or quantity, prior to order placement, must be delivered to Company in writing and are valid only if acknowledged by authorized representatives of the Buyer and accepted in writing by Company. Changes may be subject to approval by the manufacturer. Company reserves the right to charge Buyer for any additional expense caused by changes on any order. All orders are considered custom orders; therefore, once the manufacturer's timeframe for order cancelation or changes has passed, no cancelations or changes will be accepted.
- b. <u>Tax</u> Unless otherwise agreed to by the parties or otherwise stated on any such purchase order or quote, all prices on any purchase order or quote are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind on any amounts payable by Buyer. If Company is required to collect any such taxes, Buyer hereby acknowledges it is responsible for and shall promptly reimburse Company for all such costs even though tax may not be shown in Company's quote.



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#### Quotation

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
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5. <u>SCHEDULE CHANGES</u>. In the case of construction delays or other events out of Company's control that force postponement of delivery, all products will be stored until delivery can be resumed. Additional costs for the re-routing of trucks, double handling, insurance, and storage will passed onto the Buyer, and product shall be invoiced upon receipt at Company's warehouse, or customer site. In the event products are received at Buyer's site but installation is delayed, any loss or damage to the products caused by weather, other trades, fire, theft, or other causes not related to Company, shall be the responsibility of the Buyer.

#### 6. INSTALLATION

- a. Jobsite shall be clean and clear of debris prior to any delivery of the products being provided by Company. Any expense incurred by Company or any party on Company's behalf in meeting these requirements and being able to deliver and install the products will be the responsibility of the Buyer and, if incurred by Company shall be reimbursed with the invoicing process stated herein. All jobsite services such as electric current, heat, elevator, adequate facilities for off-loading, staging and handling of products shall be the responsibility of the Buyer. In the event of double handling of products due to progress of other trades and/or site conditions, there may be additional cost to the Buyer.
- b. Installation will be made during normal business hours of 8:00 AM 5:00 PM Monday Friday. Any additional costs resulting from overtime work performed at the Buyer's request will result in additional cost to the Buyer. Company is responsible for removing all product packing materials from the site and cleaning of the product delivered. Upon completion of the installation, a Company representative will perform a final walk through with the Buyer. A punch list will be prepared listing the necessary items, labor and or product, to be performed to complete the project scope.

#### 7. DAMAGED OR SHORT SHIPMENTS

- a. <u>Delivered or Installed</u> Company will file freight claims for merchandise it receives and redelivers to Buyer. It is the Buyer's responsibility to inspect all merchandise for damage. A signature on our delivery ticket constitutes acceptance of merchandise in good condition. In cases of damage, punch list, incomplete shipment or error, Buyer may withhold 10% of total invoice until Company resolves the problem, in the commercially reasonable discretion of Buyer. In the event of damage caused by Company, the damaged product will be repaired or replaced to the commercially reasonable satisfaction of the Buyer.
- b. <u>Drop Shipments</u> Buyer is responsible for receiving, inspecting for damage and filing freight claims on merchandise shipped by the supplier directly to Buyer. Damaged goods and packaging must be retained for inspection by the carrier. Company shall not be responsible for any losses sustained due to Buyer's failure to file proper freight claims. Company's invoices shall be paid in full when due, irrespective of pending freight claims.

#### MANUFACTURER'S WARRANTY AND DISCLAIMER BY COMPANY

a. All merchandise sold by Company shall carry only the manufacturer's warranty. Such warranty may exclude merchantability and fitness for a particular purpose and may limit both consequential and incidental damages.



Business Furniture 607 E Third St Suite 200 Dayton, OH 45402 P: 937-293-1010 Corporate Office

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b. COMPANY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OR IN ANY WAY RELATING TO THE MERCHANDISE, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTIBILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

#### 9. LIMITATION OF LIABILITY AND REMEDIES.

1

- a. SUBJECT TO THE LIMITATIONS SET FORTH HEREIN, THE LIABILITIES OF COMPANY FOR PRODUCTS PROVIDED AND SERVICES RENDERED SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO REPAIR OR REPLACEMENT OF MERCHANDISE, WITH THE STIPULATION THAT WRITTEN NOTIFICATION OF DAMAGE IS GIVEN TO COMPANY BY BUYER AT THE TIME OF DELIVERY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY EVENT FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, DOWN TIME, OVERHEAD, BUSINESS INTERRUPTION, ACCIDENT OR INJURY.
- b. IN NO EVENT WILL THE COLLECTIVE, AGGREGATE LIABILITY OF COMPANY OR ANY PARTY ON ITS BEHALF (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT BUYER HAS PAID TO COMPANY FOR THE PRODUCTS OR SERVICES OUT OF WHICH THE LIABILITY AROSE.
- c. The limitation of liability set forth in Section 9(b) shall not apply to liability resulting from Company's gross negligence or willful misconduct and death or bodily injury resulting from Company's intentional acts or omissions.
- d. BUYER HEREBY WAIVES AND RELEASES COMPANY, ITS MEMBERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM ANY CLAIM, DEMAND OR LIABILITY ARISING DIRECTLY OR INDIRECTLY FROM THE OCCURRENCE OF ANY EVENT BEYOND THE CONTROL OF COMPANY.
- 10. <u>MISCELIANEOUS</u>. Any contract of sale resulting from a quotation shall be governed by the laws of the State of Indiana, without regard to conflict of law principles. These Terms and Conditions, in connection with any such quote or order, constitute the entire agreement between the parties hereto relating to the products and service stated in such quote or order and supersedes any other prior understanding, commitment, negotiation, discussion or agreement, whether oral or written or express or implied. These Terms and Conditions may only be amended or modified in a writing which specifically states that it amends these Terms and Conditions and is signed by an authorized representative of Company and Buyer.

and Buyer.		
Accepted by:	_ Title:	Date:
APPROVED AS TO FORM: Municipal Attorney		