

The Supreme Court of Ohio

REQUEST FOR QUOTATION

CREATION OF BRONZE BAS RELIEF SCULPTURES FOR THE GRAND CONCOURSE OF THE THOMAS J. MOYER OHIO JUDICIAL CENTER

RFQ No. 272

ISSUING OFFICE: EVENTS & EDUCATION SECTION / OFFICE OF BUILDING SERVICES

Date of Issuance: June 13, 2025

As defined below, the Supreme Court of Ohio, Office of Building Services, is soliciting competitive quotations from qualified vendors for the design, creation, fabrication and delivery of four bronze bas relief sculptures located in the Grand Concourse of the Thomas J. Moyer Ohio Judicial Center.

Response Due Date and Time:

June 27, 2025 at 12:00 p.m. EDT

NOTICE

R.C. 9.24 prohibits the Supreme Court from awarding a contract to any offeror against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. By submitting a proposal, an offeror warrants that it is not now, and will not become, subject to an unresolved finding for recovery under R.C. 9.24, before the award of any contract arising out of this Request for Qualifications, without notifying the Supreme Court of such finding.

1. Overview:

The Supreme Court of Ohio (“Court”), Office of Building Services through this Request for Quotation (“RFQ”), is soliciting competitive proposals from qualified vendors for the provision of all services required for the creation and design of four proposed bas relief sculptures in the Grand Concourse area located in the Thomas J. Moyer Ohio Judicial Center (“Ohio Judicial Center”) at 65 South Front Street, Columbus, Ohio.

For the purpose of this RFQ, “Respondent” is defined as the entity or individual who submits a response in relation to this RFQ and “Contractor” refers to the successful vendor awarded the contract.

2. Information for Respondents:

2.1 Questions and Clarifications Related to RFQ:

All questions in relation to this RFQ shall be submitted in writing to Brent Flanik, Procurement Administrator at Brent.Flanik@sc.ohio.gov, no later than **June 17, 2025, by 12:00 p.m. EDT**. Oral inquiries and/or questions will not be accepted.

Questions received after this date and time will not be responded to or answered. An Addenda documenting the Court’s responses to all submitted questions will be emailed to all solicited vendors in accordance with the schedule below.

2.2 Proposal Response Submission:

Proposal responses to this RFQ are to be received by the Court, via email, **no later than June 27, 2025, by 12:00 p.m. EDT**. All responses shall be sent directly to Brent Flanik, Procurement Administrator at Brent.Flanik@sc.ohio.gov. Proposals received after this date and time shall be considered late, and as a result, will not be considered for evaluation and award.

The Court is not responsible for late email submissions, and the Court reserves the right to reject any and all proposals. The preparation of this proposal shall be solely at Respondent’s expense.

2.3 Schedule of Key Milestone Events:

Listed below are specific dates and times related to this RFQ. Actions with specific dates and times shall be adhered to unless changed by the Court via an addendum. All addenda relating to this RFQ will be emailed to all solicited vendors in accordance with the schedule below, and posted on the Court’s website at <https://www.supremecourt.ohio.gov/courts/judicial-system/supreme-court-of-ohio/admin-offices/office-of-chief-financial-officer/procurement-opportunities/>

It is the sole responsibility of Respondent to ensure receipt of all documentation issued by the Court.

Schedule of Key Milestone Events (All times in EDT):

RFQ Issuance	June 13, 2025
Deadline for Submitting Respondent Questions	June 17, 2025 at 12:00 p.m.
Final Addendum to be Issued (If Applicable)	June 20, 2025
Proposal Responses Due	June 27, 2025 at 12:00 p.m.
Evaluation of Proposals Complete (Estimated)	Early July, 2025
Finalize Award Determination (Estimated)	Early/Mid July, 2025
Executed Contract (Estimated)	Mid July, 2025
All Work Complete and Delivered to Court	June 1, 2026, or earlier, whichever comes first

3. Communication with Court Personnel:

Respondent shall not meet or initiate communication with Court staff during the RFQ process, except as otherwise provided in this RFQ, or with respect to current or ongoing work. The RFQ process is considered to have begun on the date it is issued and is considered concluded on the date on which any resulting contract has been fully executed. Any attempt to meet or initiate contact during the RFQ process, other than that expressly authorized by the RFQ, may result in disqualification of Respondent.

4. Background and Funding Sources:

4.1 Background on the Civic Education Program and Grand Concourse:

The Court’s Civic Education Program was established in 1987 by then Chief Justice Thomas J. Moyer to oversee the Court’s tour program, and to promote the judiciary throughout Ohio by means of a variety of interactive communication channels. The touring program focuses on the role of the judiciary in Ohio, the work of the Court, the beautiful architecture, monumental lobbies, grand hallways, and hearing rooms that are richly detailed with original art that tells the inspiring story of the people who built Ohio. Thousands of students from schools across the state visit the home of the Court each year.

While the Grand Concourse serves as the central artery of the building and an entry point to the Courtroom, it also is an architectural treasure. The book-match marble-lined walls offer a distinctive pattern. To obtain it, craftsmen cut a slab of marble vertically then horizontally, creating a mirror image on adjoining pieces. The concourse is two stories high, running the length of the building. Designed to be a “hall of fame” dedicated to prominent Ohioans who served the country in the federal administration, judiciary, and legislature. The Grand Concourse currently showcases images of prominent government figures from Ohio, including United States Presidents, United States Supreme Court justices, and speakers of the United States House of Representatives.

4.2. Background on the Ohio Judicial Center Foundation, Inc.:

The Ohio Judicial Center Foundation, Inc. (“OJC Foundation”) is a nonprofit corporation and charitable trust organized and operated exclusively for public charitable and educational purposes. The OJC Foundation was created for the purpose of preserving the artistic, architectural, and historic integrity of the Ohio Judicial Center. The OJC Foundation works on projects that encourage and facilitate access to the building as well as educate the public. The OJC Foundation anticipates applying for grants to support this project, including a grant from the Ohio State Bar Foundation (“OSBF”) in the 2025 fall grant cycle that involves projects that educate the public as well as encourage and facilitate access to the building.

4.3. Funding:

If the OJC Foundation receives a grant award to support this project, Contractor shall be paid directly by the OJC Foundation for some or all of the expenditures related to this project, provided those expenditures are in accordance with the terms and conditions of the grant funds. If the OJC Foundation does not receive a grant award, the Court shall act as guarantor of payment and shall pay Contractor directly in accordance with the terms of the contract.

If the OJC Foundation receives a grant award and pays for some or all of the expenditures related to this project, the OJC Foundation shall be a party to the contract. In such case, Contractor shall work collaboratively with the OJC Foundation and the Court’s Building Services for the successful completion of the project.

Additionally, if the OJC Foundation receives a grant award and pays for some or all of the expenditures related to this project, Contractor shall submit separate detailed invoices or receipts of all project expenditures in accordance with the terms and conditions of the grant funds. Contractor shall submit a substantiated invoice, including a detailed description of the dates, location, and services completed for this project.

5. Scope of Work:

Contractor shall be responsible for the provision of all services required for the creation, design, and delivery of four bronze bas relief sculptures to be installed in the Grand Concourse of the Ohio Judicial Center.

As further detailed below, Contractor shall work collaboratively with the Court’s Office of Building Services staff to gather information on the requirements for the proposed bas relief sculptures, assess aspects of the current space within the Ohio Judicial Center for installation of the new bas relief sculptures, as well as the building codes involved with a historic building.

Additionally, all collaboration with Court staff on this project shall be performed during normal business hours which are defined as Monday through Friday, 7:30 a.m. to 4:30 p.m., *excluding* the following Court observed holidays when the Court and the Ohio Judicial Center will be closed:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

All services described within the RFQ shall be awarded as one contract.

5.1 Subject Matter & Timeline:

Contractor shall ensure that the bas relief sculptures are stylistically and thematically consistent with existing bas relief sculptures located in the Ohio Judicial Center, as depicted in **Appendix A / Existing Bronze Bas Relief Sculptures in the Ohio Judicial Center**. This includes, but is not limited to, consistency in scale, depth of relief, composition, level of detail, texture, and overall artistic style. Contractor shall reference **Appendix A** throughout the design and production process and may be required to submit preliminary sketches or maquettes for review and approval by the Court's designated representative to confirm alignment with the established aesthetic.

The proposed bronze bas relief sculptures shall be of the individual prominent government figures from Ohio listed below, and produced in the following order:

1. John Andrew Boehner, former Speaker of the United States House of Representatives. Delivered to the Court when complete, but no later than December 31, 2025.
2. Harold Hitz Burton, former Associate Justice of the Supreme Court of the United States. Delivered to the Court when complete, but no later than December 31, 2025.
3. Potter Stewart, former Associate Justice of the Supreme Court of the United States. Delivered to the Court when complete, but no later than June 1, 2026.
4. To Be Determined, but similar in subject matter to other bas relief sculptures. Delivered to the Court when complete, but no later than June 1, 2026.

Contractor shall produce and deliver bas relief sculptures #1 (Boehner) and #2 (Burton) as the first of two phases of the project. Upon delivery, the Court shall conduct a brief evaluation of the finished bas relief sculptures and Contractor's overall performance. No work on subsequent bas relief sculptures shall commence until the Court provides written authorization to proceed and confirms that sufficient funds have been allocated and are available for the second phase.

If the Court determines, in its sole discretion, that the quality of the first two bas relief sculptures and Contractor's performance is satisfactory, Contractor will be notified in writing to commence work on the second phase to produce and deliver bas relief sculptures #3 (Stewart) and #4 (TBD), which may be produced and delivered together, subject to confirmation of available funding.

While Contractor shall be compensated pursuant to Section 7 of this RFQ, the Court reserves the right to terminate the Agreement at any time and for any reason prior to the completion of all four bas relief sculptures. In the event of such termination, Contractor shall be paid for all work satisfactorily completed up to the date Contractor received notice of termination, provided Contractor can provide documentation with detailed data containing hours worked and products or services performed.

5.2 Size and Dimensions:

Each bronze bas relief sculpture must measure 28 ½ inches in width and 40 ¼ inches in height. These measurements are already applying an ⅛ inch extra buffer on each side for flexibility to ensure they comfortably fit within the marble slabs that surround each bas relief sculpture currently on the walls of the Grand Concourse. Certain elements that are consistent across all existing bas relief sculptures, such as bordering patterns, must be included and match the dimensions detailed in **Appendix B / Bas Relief Detailed Measurements**. The bas relief sculptures must be designed to harmonize with surrounding architecture in terms of style, scale, and material. Additional images of all elements can be provided to the awarded Contractor after award determination.

5.3 Contractor Provided Services:

To aid in the successful design, creation, and delivery of these new bas relief sculptures, unless otherwise specified, Contractor shall provide the following services:

5.3.1 Labor and Materials:

Contractor shall provide all labor and materials required to ensure the successful completion of this project.

5.3.2 Collaboration with Court Staff:

Throughout the life of the project, Contractor shall collaborate with Court staff from the Office of Building Services to ensure accurate representation and quality of all work completed, including participating in periodic meetings – both in-person and virtual – as required by the Court.

5.3.3 Project Management:

Contractor shall provide project management and oversight for all aspects of the bas relief sculpture's development, from initial modelling to completion.

5.4 Contractor Responsibilities:

For this project, Contractor shall be responsible for the following duties, and all involved costs shall be factored into Respondent's proposal pricing:

5.4.1 Completion of Sculptures, Adherence to Timeline & Completion of Project:

5.4.1.1 Finalized Contract: It is the Court's intention to have finalized an award determination and awarded a contract to the successful Respondent before the end of July 2025.

5.4.1.2 Work Commences: Work on the first bas relief sculpture shall commence upon contract execution, and all four sculptures must be delivered to the Court in accordance with the timeline outlined in Section 5.1.

5.4.2 Development of Conceptual Renderings:

Contractor shall be responsible for the development of a conceptual rendering in a temporary clay mold, or other temporary molding substance that Contractor chooses to utilize. The Court shall review, amend, and agree to the final proposed concept.

5.4.3 Estimated Delivery Date and Tracking Project Timelines:

Throughout the scope of this project, Contractor shall provide the Court with an estimated timeline for the delivery of each final product. The Court shall be notified immediately of any changes to this project timeline.

5.4.4 Freight and Handling:

The awarded Contractor shall be responsible for all freight and handling costs associated with the proposed project. All freight shall be FOB Destination, and the awarded Contractor shall retain ownership and responsibility of items while in transit, until successfully delivered to the Court.

5.4.5 Delivery:

5.4.5.1 Delivery Hours / Days: Delivery of the proposed bas relief sculpture(s) shall be made during normal business hours of 7:30 a.m. – 4:30 p.m., Monday through Friday, *excluding* any Court observed holidays, as detailed above in Section 5, when the Ohio Judicial Center will be closed.

5.4.5.2 Delivery Dock: The bas relief sculpture(s) shall be shipped on appropriate pallets / crates or shipping cartons, and delivery to the Court's delivery dock which is located at 66 Civic Center Drive (west side of the building).

5.4.6 Installation:

Before completion and delivery, Contractor shall communicate to the primary Court contact from the Office of Building Services to discuss the display circumstances within the Ohio Judicial Center and advise the Court on the preferred installation guidelines while adhering to Ohio Judicial Center's historic building code. Contractor shall be responsible for adding elements to assist in installation as directed by the Court before delivery.

5.4.7 Insurance Requirements:

Contractor must carry insurance that complies with the requirements of **Appendix E / Minimum Scope and Limit of Insurance**. Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in Ohio. Proof of said insurance shall be provided to the Court.

5.5 Court-Provided Services:

To aid in the successful completion of the proposed bas relief sculpture(s), the Court will provide the following services:

5.5.1 Subject Matter: The proposed bronze bas relief sculptures shall be of the individuals identified in Section 5.1, the base image of whom shall be provided by the Court to Contractor upon award determination.

5.5.2 Project Contact: The Court shall dedicate one person to serve as the primary point of contact for the duration of the project, and all communication concerning this project shall be directed to this contact person. This contact person shall handle coordination and scheduling of collaborative meeting(s) dates and times.

5.5.3 Subject Matter Experts: The Court will provide subject-matter experts and staff for content review.

6.0 RFQ Response – Minimum Elements to Incorporate:

Contractor shall be responsible for incorporating, at a minimum, the following elements in their RFQ proposal response:

6.1 Design Proposal:

6.1.1 Design Proposal to Include and Incorporate:

Contractor shall create a design proposal which shall include:

- a) Proposed costs for all labor, materials, and delivery of four bas relief sculptures, delivered in two separate stages as outlined in Section 5.1 of this RFQ.
- b) Production timeline, including design, review, and delivery.

6.2 Qualifications:

The Court has identified that Contractor shall possess or maintain, at a minimum, the following qualifications, or requirements:

- a) A minimum of ten years of experience in developing bronze bas relief sculptures similar to those being requested;
- b) Demonstrated knowledge of models of design;
- c) The ability to prioritize, organize, and manage projects; ensuring tasks are completed in a timely manner; and in accordance with specified deadlines;
- d) The ability to work independently and as part of a team;
- e) Excellent written and verbal communication skills; and
- f) Professional attitude and demeanor, with a strong attention to detail.

7. Compensation:

7.1 Cost Proposal Workbook:

Respondents shall complete the attached **Appendix C / Cost Proposal Form** to identify proposed costs.

No other pages or forms shall be used other than Appendix C when submitting pricing.

As indicated above in Section 5, all consultation, design, fabrication, project management, as well as materials, freight, and delivery shall be included within Respondent's proposal response. No additional payment will be made for fringe benefits, travel time, or travel related expenses.

The awarded Contractor shall be compensated for each bas relief sculpture upon delivery to the Court, but no sooner than December 31, 2025 for the first phase, and June 1, 2026 for the second phase, unless agreed upon in writing by an authorized representative of the Court.

8. Proposal Response and Evaluation Criteria:

8.1 Proposal Response - Format and Content:

Proposal responses shall be formatted and submitted in a single PDF format. It is the responsibility of Respondent to ensure that sufficient documentation has been included to satisfy the requirements specified within the proposal response. Failure to meet any of these submission requirements may result in the proposal being found non-responsive.

8.2 Executive Summary – Information to be Included:

Respondents shall provide an executive summary detailing your understanding of the services being offered, as detailed below. The Court assumes that Respondents may be a sole individual or a collaborative team inside a corporate entity, but all shall include the following in their proposals:

1. **Cover Letter:** A cover letter that includes Respondent's legal company name (if applicable), and address.
 - a) **Contact Information:** The cover letter shall include the legal name, title, and address of the individual(s) involved in the preparation of the RFQ response. If inquiries relating to the RFQ response need to be directed to someone other than the specified individual(s), please provide the name and email address of the person to whom inquiries about the proposal should be directed.
 - b) **Total Number of Employees in Company** (if applicable)
 - c) **Years of Experience**
 - d) **State of Incorporation** (if applicable) and **Location of Headquarters**
2. **Key Personnel – Team Dedicated to Project:** If the project is being completed collaboratively, Contractor shall assign a dedicated team to the oversight of this project for its entirety. Please provide the names and titles of all key personnel and their areas of responsibility.
3. **Key Personnel Roles and Experience:** If the project is being completed collaboratively, for the list of key personnel assigned to this project, please define the following:
 - a) **Role & Name:** the role of each key personnel and their name;
 - b) **Length of Time:** include the length of time in their currently held position.
4. **Project Approach & Estimated Timeline:** Describe overall proposed approach and strategy to completing the project, along with an estimated timeline for completion of the project.

5. References: Respondents shall provide a minimum of five current reference entities for which respondent has designed projects comparable in scope and size within the last ten years.

References shall include:

- a) The name of the entity;
- b) Services completed;
- c) Dates on which services were completed;
- d) The name and contact information of the person with whom the Court may verify the reference;
- e) Images of the completed work, preferably both before final installation and installed at its current location.

The Court and any current Court staff may not serve as a reference.

8.3 Subcontractors:

As a portion of their proposal response, Respondents shall identify any subcontractors that they intend to utilize and elaborate on what will be their specific purpose. All subcontractors shall work at the sole expense of Respondent, and Respondent shall be solely responsible for ensuring proper payment to the subcontractors. Respondent shall assume responsibility for all work performed by subcontractors and ensure that all subcontractors comply with all contractual terms and conditions and policies of the Court.

Proposed subcontractors shall also be considered and reviewed as a portion of the evaluation criteria. The Court reserves the right to review information regarding all proposed subcontractors and reject any identified before a contract is awarded.

8.4 Evaluation Criteria:

All RFQ proposal responses received by the Court shall be reviewed and evaluated by a team of representatives (“Evaluation Committee”) identified by the Court. The Court may accept or reject any and all proposals, in whole or in part, or waive minor defects in a proposal, if no prejudice results to the rights of another potential Respondent or to the public. Non-responsive proposals will not be considered. Non-responsive proposals are defined as those that do not meet, and/or are not compliant with, the requirements as specified in the RFQ.

8.4.1 Responsive RFQ Proposals:

Responsive proposals shall be evaluated in accordance with the proposal response criteria specified above along with any requested supporting documentation, as well as prior conduct and performance, as applicable. The corresponding weights assigned to each of the categories has been listed below:

CATEGORY:	PERCENTAGE:
Respondent Qualifications & References: (Secs. 6.2 & 8.2.5) Demonstration of Respondent's overall capabilities and experience in completing the services identified for the Court. Evidence of the depth and breadth of experience in servicing comparably sized locations, as well as feedback on Respondent's reputation.	40%
Timeline: (Sec. 5.1 & 5.4.3) Feasibility and timeliness of the project schedule, demonstrating the ability to meet specified deadlines. Approach and strategy to the project itself.	30%
Price Proposal: (Sec. 7.1 & Appendix C) Price will be a factor in the final award, but it is not the only component. Examination and comparison of respondent's price proposal, in conjunction with the requirements listed above, allow the Court to determine the reasonableness of the proposed price, and the economic feasibility of this price for the Court.	25%
Buy Ohio Preference: (Appendix D) Responses will be evaluated to give preference to all Respondents for products produced or manufactured in Ohio or a border state or for products offered by a Respondent demonstrating significant economic presence in Ohio or a border state. All Respondents claiming preference must complete and include Appendix D in their response.	5%
TOTAL:	100%

Following the evaluation of the proposal responses, including any clarifications, and/or best and final offers, the Court shall proceed in recommending a contract award be made to Respondent that has been determined to provide the best overall solution to the Court. In the event that the Court and the selected Respondent are unable to reach an agreement in a timely manner, the Court reserves the right to terminate negotiations with said Respondent and to enter into negotiations with an alternate Respondent.

9. Project Term:

The anticipated project term of the resulting contract shall be from date of final signature until successful completion of the project, or June 1, 2026, whichever is sooner. As per Section 5.1 of this RFQ, the Court reserves the right to cancel this agreement before all four bas relief sculptures are completed.

10. Proposal Clarification:

The Court may contact any Respondent who submitted a proposal response in order to clarify uncertainties or eliminate confusion concerning the contents of their submitted proposal. Respondents, however, will not be able to modify their proposal as a result of any such clarification request.

11. References and Verification:

The Court reserves full discretion to determine the competence and capabilities of any Respondent who submitted a proposal response. The Court may contact any customer of the proposed Respondent, whether or not included in the submitted reference list, and use such information in the evaluation process.

12. Best and Final Offer:

The evaluation process may, at the Court's discretion, include a request for selected Respondents to prepare a Best and Final Offer ("BAFO"). A prospective Respondent's participation in the BAFO process shall not be construed as award of a contract nor guarantee that a contract will be awarded.

13. Contract Award:

Following the evaluation process, including any clarifications, reference inquiries / verifications, completed interviews, and BAFOs, the Court shall proceed in recommending a contract award be made to Respondent that have been determined to provide the best overall solution to the need as identified herein, at the best overall value to the Court.

In the event that the Court and the selected Respondent are unable to reach an agreement in a timely manner, the Court reserves the right to terminate negotiations with Respondent. In such an event, the Court reserves the right to enter into negotiations with an alternate Respondent.

14. Upon Contract Execution:

Upon contract executions, Contractor shall meet with the Court's Office of Building Services, as follows:

14.1 Review of Design Proposal with Court:

Contractor shall review their design proposal with the Court's Office of Building Services staff to make revisions, as needed, and to advise on possible elements, including providing information and design elements to aid in the installation of the bas relief sculptures.

14.2 Presentation and Documentation:

Contractor shall collaborate with the Court's Office of Building Services staff to document the stages of the creative process and provide media, such as images and videos, that the Court can use for marketing, and public relations efforts. Contractor may also be asked to provide the Court with requested documentation, such as preliminary sketches and images regarding the creative process that the Court can use for marketing, and public relations efforts.

15. Independent Contractor:

All Respondents shall acknowledge and agree with the Court that services performed under this contract are being performed as an independent contractor, and not as a public employee, pursuant to R.C. 145.01 et. seq. Contractor shall be required to complete and sign the Ohio Public Employees Retirement System form PEDACKN and return it to the Court before payment will be made for any services.

16. Auditing:

During the performance of the contract and for a period of at least one (1) year after its completion, Contractor shall maintain auditable records of all charges pertaining to this contract and shall make such records available to the Court or the OJC Foundation as may be reasonably required.

17. General Terms and Conditions:

1. The Court assumes no responsibility for costs incurred by any Respondent prior to the award of any contract resulting from this RFQ.
2. All proposed offers submitted to the Court are firm and shall remain in effect for 90 days from the proposal due date. Respondents are well-advised to check their proposal carefully before submitting. Errors cannot be corrected after the proposals are opened. It shall be a condition of any award that the selected Respondent shall deliver all product and services at the fee or cost quoted, even if in error.
3. A proposal response, upon acceptance by the Court, immediately creates a binding contract between Respondent and the Court. Except as otherwise provided in this RFQ, once accepted, it may not be rescinded, canceled, or modified by Respondent unless mutually agreed in writing by the parties.
4. All responsive proposals shall be evaluated by the Court, which may accept or reject any or all proposals, in whole or in part. Also, the Court may waive minor defects in a proposal, if no prejudice results to the rights of another Respondent or to the public.

5. Contractor shall maintain insurance coverage sufficient to fully protect the bas relief sculptures against loss, theft, damage, or destruction from the commencement of production through the point of successful delivery and acceptance by the Court. Contractor shall bear all risk of loss or damage to the bas relief sculptures until such time as the Court has completed its inspection, accepted the work in writing, and issued final payment. Proof of insurance shall be provided to the Court upon request and must name the Court as an additional insured party for the duration of the project.
6. At the sole discretion of the Court, the RFQ may be cancelled or reissued in whole or in part, or a contract may not be awarded, if any of the following apply:
 - a) The goods or services offered are not in compliance with the requirements, specifications, or terms and conditions set forth in the request for proposals;
 - b) The price offered is considered excessive in comparison with existing market conditions, in comparison with the goods or services to be received, or in relation to available funds;
 - c) It is determined that the award of a contract would not be in the best interest of the Court.
7. The Court requires Respondents wishing to do business with the Court to provide their Federal Taxpayer Identification Number.
8. The Court is exempt from taxation. Federal transportation and excise taxes, as well as state excise taxes shall not be included in the proposal pricing.
9. Respondent warrants that it is not subject to an unresolved finding for recovery under R.C. 9.24. If the warranty is false on the date the parties sign a contract awarding Respondent's submittal, the contract is void *ab initio*, and Respondent shall immediately repay to the Court any funds paid under the contract.
10. The Court may, at any time prior to the completion of the contract by Contractor, suspend or terminate the contract with or without cause by giving written notice to Contractor. Upon receipt of written notice to Contractor to suspend or terminate, Contractor shall immediately cease work on the suspended or terminated activities and take all necessary steps to minimize costs; and if requested by the Court, Contractor must furnish a report describing the status of services. Contractor shall be paid for all completed work rendered up to the date Contractor received notice provided Contractor has supported such payment with detailed factual data containing hours worked and product/services performed.
11. Any contract resulting from this RFQ is binding on the successful Respondent. Contractor's failure to meet or perform any of the contract terms or conditions

shall permit the Court to rescind or cancel the contract and purchase replacement articles or services of comparable grade in the open market. Contractor shall reimburse costs and expenses in excess of the contract price necessitated by such replacement purchases to the Court or the OJC Foundation. The Court and the OJC Foundation do not waive the right to insist upon future compliance with these proposal specifications when there is undiscovered delivery of nonconforming goods or services.

12. At the date deliverables are due as specified in the contract resulting from this RFQ, or in the event the contract is suspended or terminated prior to its completion, Contractor, upon payment as specified, shall deliver to the Court all work products which have been prepared by Contractor in the course of providing services under this contract. All such materials shall become and remain the property of the Court, to be used in such manner and for such purpose as the Court may choose. Upon termination of the contract by either party, all property belonging to the Court and in the possession of Contractor shall be returned to the Court prior to final payment to Contractor.
13. The Court hereby advises all Respondents that all documents submitted in response to this RFQ, including those documents that purportedly contain trade secret information, will become public records. The Court will allow the public, including other Respondents, to inspect and obtain copies of these documents in accordance with Ohio Rules of Superintendence 44-46 after the Request for Proposal deadline expires unless: 1) in its response to this Request for Proposal, Respondent clearly identifies the document or document excerpt that Respondent believes is not a public record as defined in Ohio Sup. R. 44; 2) in its response to this Request for Proposal Respondent identifies the provisions that exempt the document or document excerpt from the public records provisions of Ohio Sup. R. 44-46; and 3) Court staff determine that the document or document excerpt is not a public record as defined in Ohio Sup. R. 44. In weighing whether a Respondent's proposal contains trade secret information that may be protected from disclosure under Ohio Sup. R. 44-46 and *State ex rel. Seballos v. School Employees Retirement Sys.* (1994), 70 Ohio St.3d 667, Supreme Court staff may consider the definition of "trade secret" in R.C. 1333.61(D) and the factors described in *State ex rel. The Plain Dealer v. Ohio Dept. of Ins.* (1997), 80 Ohio St.3d 513.
13. Respondent agrees to adhere to the requirements of Ohio Ethics Laws, Chapter 102 and R.C. 2921.42 and 2921.43. Respondent represents, warrants and certifies that it and its employees engaged in the administration or performance of any contract resulting from this RFQ are knowledgeable of and understand the Ohio ethics and conflict of interest laws. Respondent further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.
14. Respondent represents and warrants that it is not debarred from consideration for contract awards by any governmental agency.

18. Supreme Court of Ohio - Administrative Policies (Appendix F):

1. Administrative Policy 5 - Equal Employment Opportunity Policy:

The Court is an equal opportunity employer. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 5 (Equal Employment Opportunity), a copy of which is attached.

2. Administrative Policy 22 – Alcohol and Drug Free Workplace:

The Court intends to provide an alcohol and drug free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 22 (Alcohol and Drug Free Workplace), a copy of which is attached.

3. Administrative Policy 23 – Weapons and Violence Free Workplace:

The Court intends to provide a weapons and violence free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 23 (Weapons and Violence Free Workplace), a copy of which is attached.

4. Administrative Policy 24 – Discrimination and Harassment:

The Court intends to provide a discrimination and harassment free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm.P. 24 (Discrimination and Harassment), a copy of which is attached.

19. Appendices:

Appendix A:	Existing Bronze Bas Relief Sculptures in the Ohio Judicial Center
Appendix B:	Bas Relief Detailed Measurements
Appendix C:	Cost Proposal Form
Appendix D:	Buy Ohio Preference
Appendix E:	Minimum Scope & Limit of Liability
Appendix F:	The Supreme Court of Ohio – Administrative Policies

APPENDIX A

**Existing Bronze Bas Relief
Sculptures Currently
Installed in the
Thomas J. Moyer Ohio
Judicial Center**



RUTHERFORD BIRCHARD HAYES

PRESIDENT OF THE UNITED STATES

1877-1881



WARREN GAMALIEL HARDING

PRESIDENT OF THE UNITED STATES

MARCH 4 1921 - AUG 2 1923



ULYSSES SIMPSON GRANT

PRESIDENT OF THE UNITED STATES

1869 -1877



JAMES ABRAM GARFIELD

PRESIDENT OF THE UNITED STATES

MARCH 4 1881 - SEPT 19 1881



WILLIAM R. DAY

JUSTICE OF THE UNITED STATES SUPREME COURT

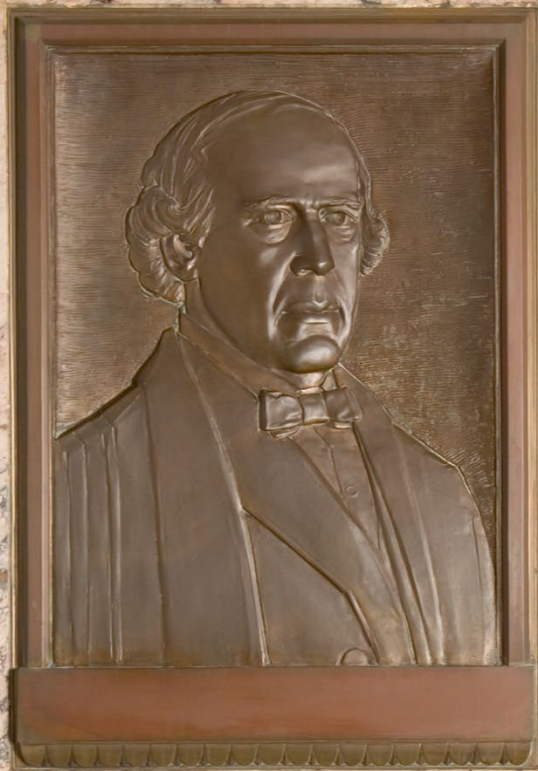
1903 - 1922



JOHN H CLARKE

JUSTICE OF THE UNITED STATES SUPREME COURT

1916-1922



SALMON P CHASE
CHIEF JUSTICE OF THE UNITED STATES SUPREME COURT
1864-1873



BENJAMIN HARRISON
PRESIDENT OF THE UNITED STATES
1889-1893



JOSEPH WARREN KEIFER
SPEAKER OF THE HOUSE OF REPRESENTATIVES
1881-1883



NICHOLAS LONGWORTH
SPEAKER OF THE HOUSE OF REPRESENTATIVES
1925-1931

















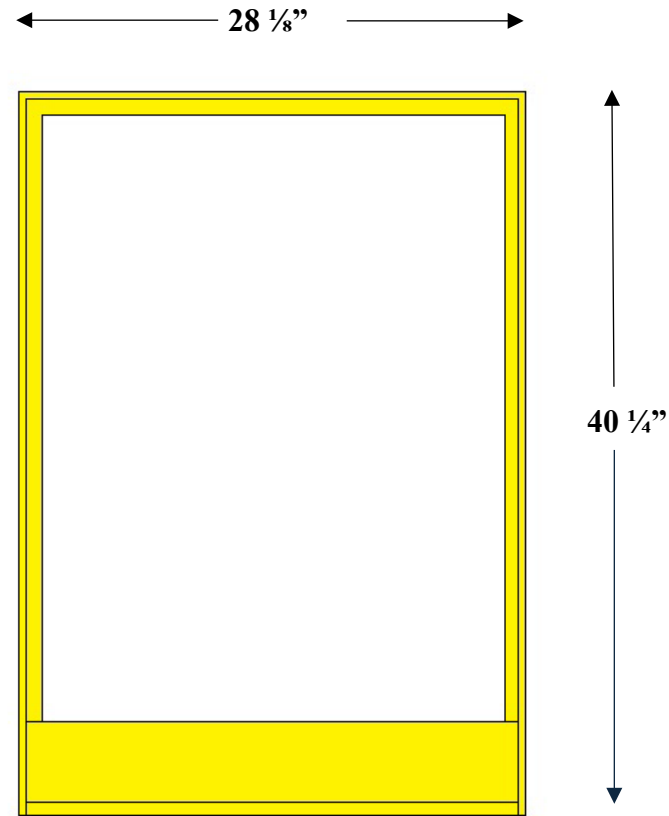




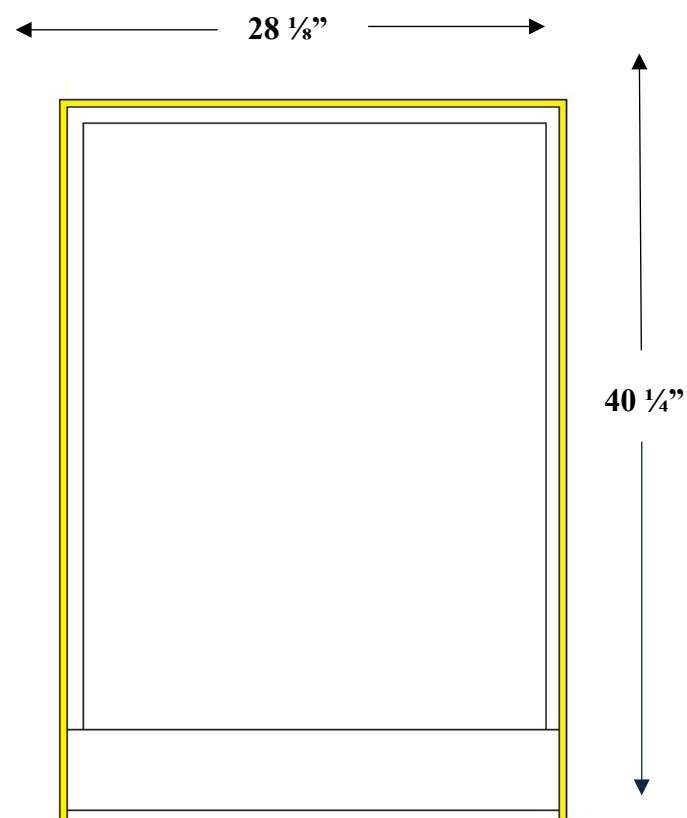
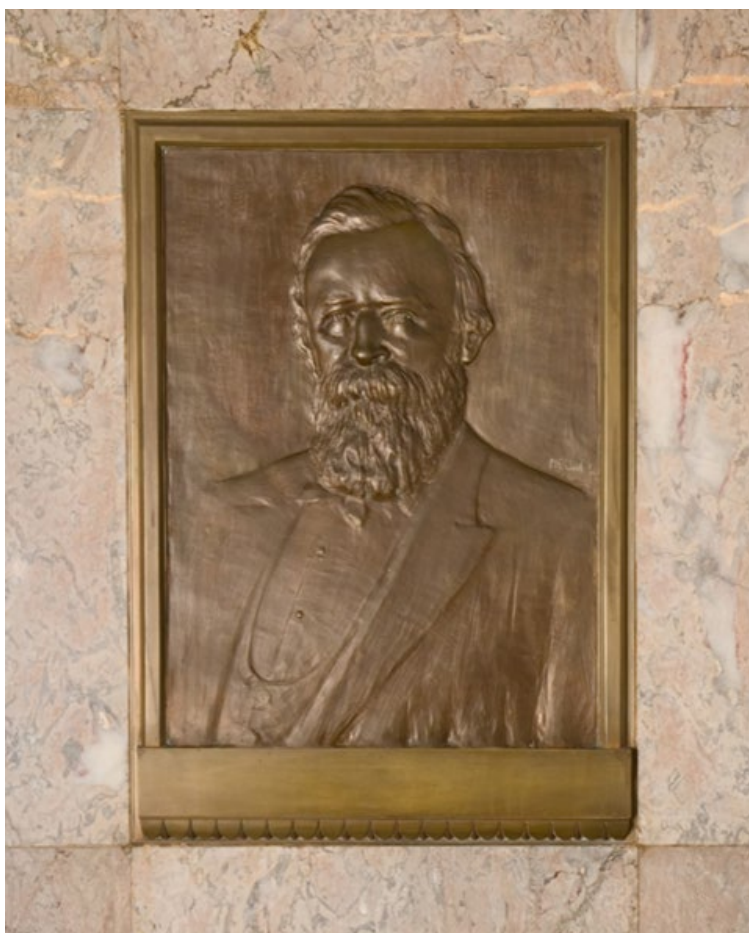


APPENDIX B

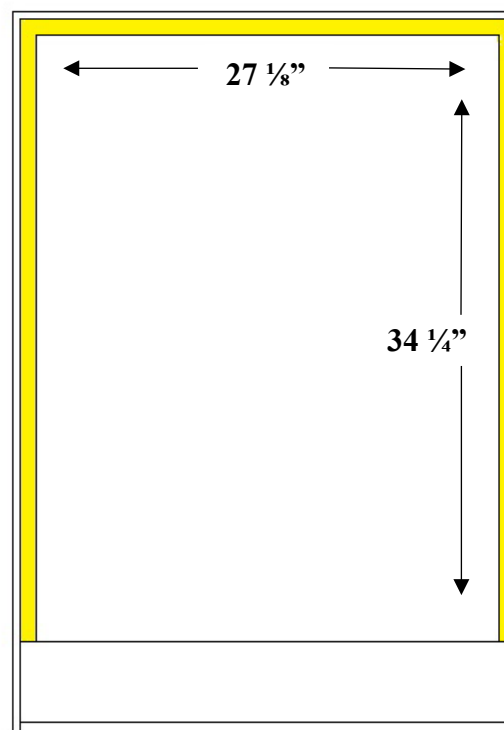
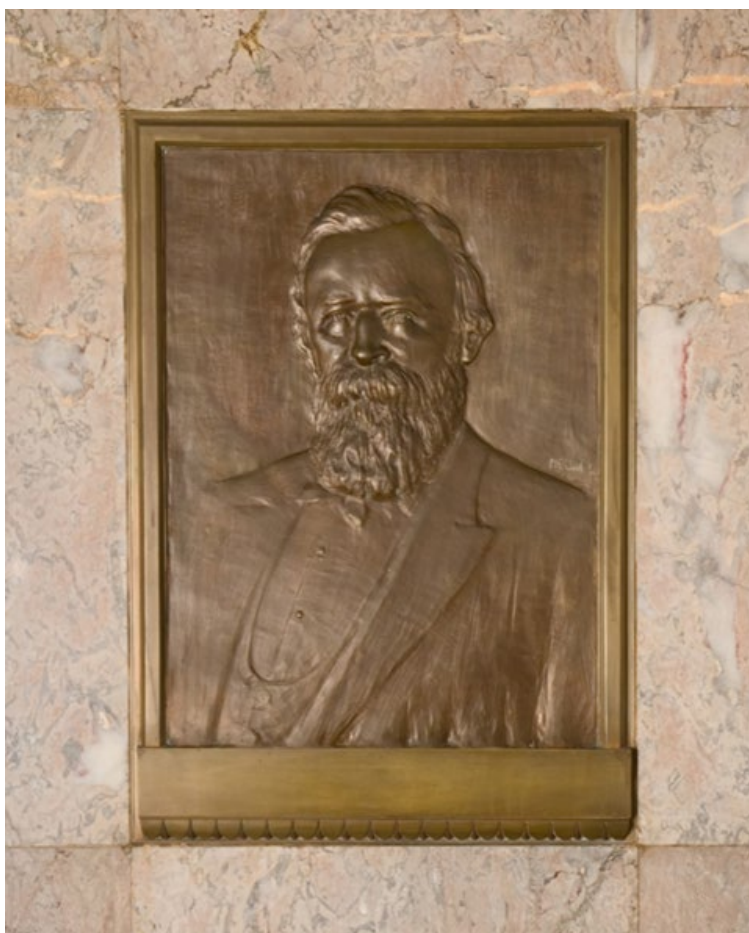
Bas Relief Detailed Measurements



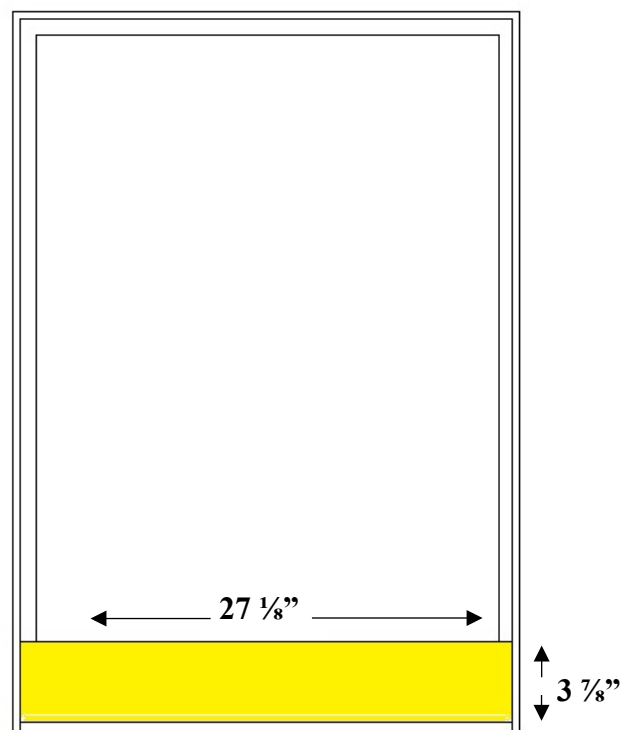
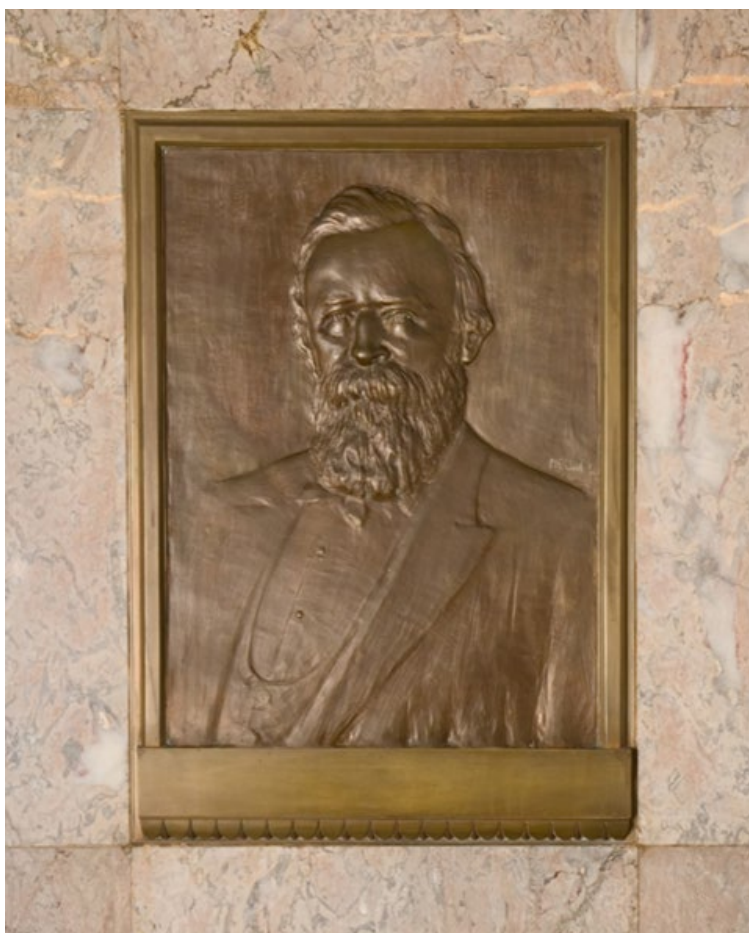
The total dimensions of each sculpture must measure 28 $\frac{1}{8}$ inches in width and 40 $\frac{1}{4}$ inches in height. **These measurements are already applying an $\frac{1}{8}$ inch extra buffer on each side for flexibility to ensure they comfortably fit within the marble slabs that surround each sculpture currently on the walls of the Grand Concourse.** There are four stylistic elements around each portrait that are consistent across each current sculpture and must be incorporated to match the same dimensions.



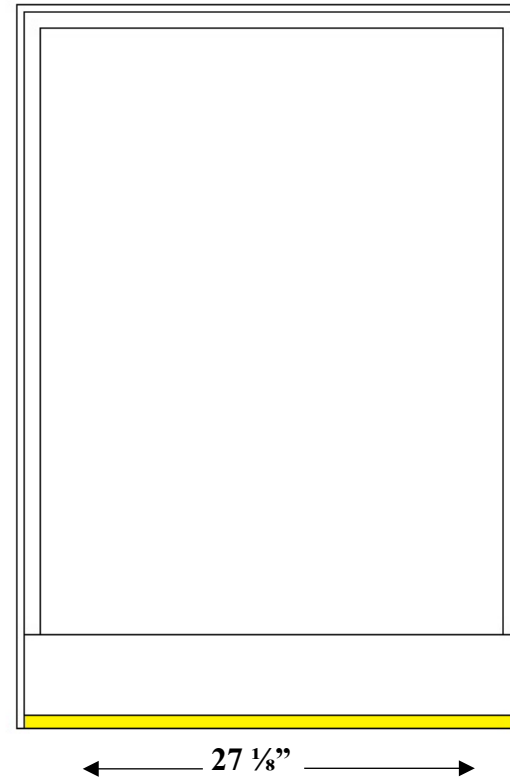
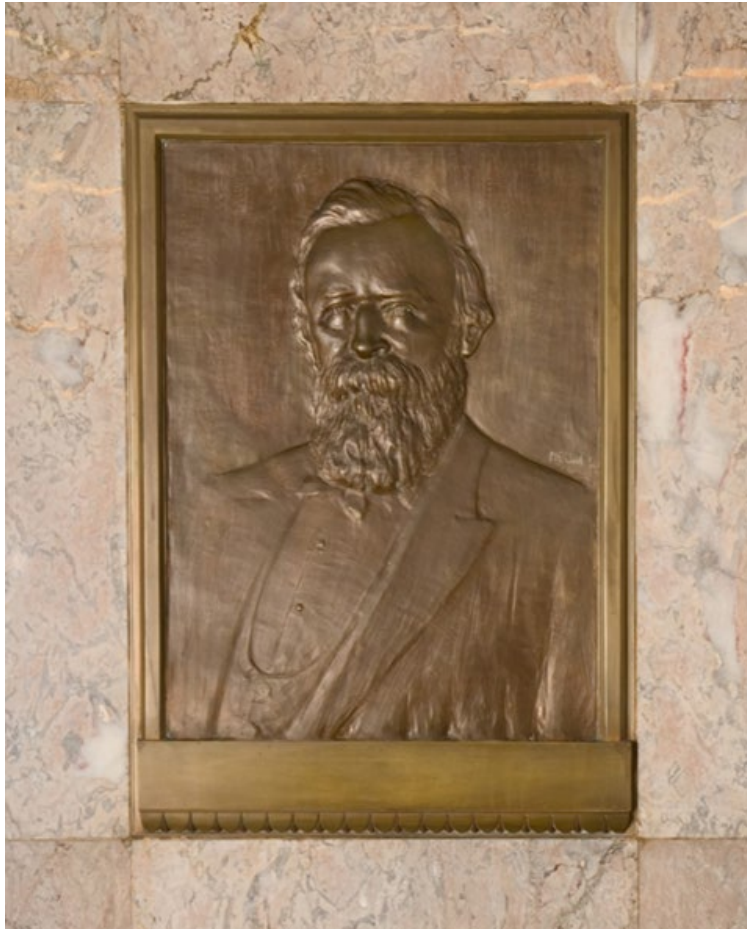
The **outer frame**, highlighted above in yellow, measures $\frac{1}{2}$ (0.5) inches thick, and runs the complete length of three sides. This element is **not** raised and is flush with the wall.



The **inner frame**, highlighted above in yellow, measures $1 \frac{5}{8}$ inches thick. This element is raised $\frac{5}{8}$ inches from the wall and from the outer frame



The **solid base**, highlighted above in yellow, measures $3 \frac{7}{8}$ inches thick. This element is raised $\frac{7}{8}$ inches from the wall and from the outer frame.



The bottom **decorative molding**, highlighted above in yellow, measures $1 \frac{5}{8}$ inches thick. This element is raised from the wall, with the top being slightly short of the solid base and then sloping downward to meet a very narrow section of the outer frame on the bottom. More detailed images of this and all other elements can be provided after award determination.

APPENDIX C

Cost Proposal Form

All Respondents shall complete this form in its entirety and include in their submitted proposal response. Failure to complete and submit in its entirety may result in the proposal being found non-responsive. Alternate forms will not be accepted.

As specified in Section 7 of RFQ #269, the awarded Contractor shall be compensated for each bas relief sculpture upon delivery to the Court, but no sooner than December 31, 2025 for the first phase, and June 1, 2026 for the second phase, unless agreed upon in writing by an authorized representative of the Court. The proposed service rate shall incorporate all resources required to successfully complete all services as identified here in, including, but not limited to the provision of all labor, supervision, insurance, equipment, supplies, and delivery, and adherence to deadlines specified in Section 5.1.

Total cost for production and delivery of Sculptures #1 & #2	\$
Total cost for production and delivery of Sculptures #3 & #4	\$

Authorized Signatory _____

Title _____

Date _____

Company Name _____

APPENDIX D

Buy Ohio Preference

Respondents who qualify as an “Ohio” bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. Ohio products are defined as products raised, grown, produced, mined or manufactured in Ohio or a border state. The Court reserves the right to clarify and request sufficient documentation during the evaluation process from those Respondents claiming preference.

BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio or a border state:

_____ Yes, in Ohio

_____ Yes, in a border state (Please specify: _____)

Authorized Signatory _____

Title _____

Date _____

Company Name _____

APPENDIX E

MINIMUM SCOPE AND LIMIT OF INSURANCE

Insurance coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of Ohio.
4. **Professional Liability (Errors and Omissions):** If Contractor is performing services as a licensed trade or profession, insurance must appropriate to the Contractor’s profession with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Court shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Court.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Court shall be covered as an additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with the work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38, **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims arising from or in connection with the Agreement, the Contractor’s insurance coverage shall be the primary coverage.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Court.

Waiver of Subrogation

Contractor hereby grants to the Court a waiver of any right to subrogation that Contractor’s insurer may acquire against the Court by virtue of the payment of any loss under the insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation; however, this provision applies regardless of whether the court receives the waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to, and approved in writing by the Court. The Court may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Court.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in Ohio, with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed in writing.

Claims Made Policies (applicable only to policies that include professional liability coverage)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or not renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the Court with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, before work begins. However, failure to obtain the required documents before work begins shall not waive the Contractor's obligation to provide them. The Court reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

The Court reserves the right to modify the requirements included herein based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

APPENDIX F

Administrative Policy 5. Equal Employment Opportunity.

This policy is intended to establish consistent standards and expectations regarding the application of all applicable federal and state laws, rules, and regulations prohibiting discrimination in the workplace to every employee and applicant for a position of employment with the Supreme Court.

(A) Equal Employment Opportunity. The Court is committed to equal employment opportunity for all qualified individuals without regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran's status, or non-disqualifying disability and shall engage in employment practices and decisions, including recruitment, hiring, working conditions, compensation, training, promotions, transfers, retention of employment, and other terms, benefits, and privileges of employment that are based upon job-related criteria and qualifications.

(B) Equal Employment Opportunity Plan. The Administrative Director and the Director of Human Resources shall prepare and annually review an equal employment opportunity plan to assure the employment practices and decisions of the Court are consistent with the objectives and requirements of this policy.

(C) Distributions and Postings. Each position description created for a position of employment with the Court pursuant to Adm. P. 15 (Position Management), each position vacancy announcement circulated pursuant to Adm. P. 6 (Employment Process), all requests for proposals, and any other solicitations for employment with or to provide goods and services to the Court shall reference this policy and that the Court is an equal opportunity employer.

(D) Application of Policy. This policy applies to current employees and applicants for positions of employment with the Court.

Effective Date: July 1, 2003

Amended: September 1, 2007

Administrative Policy 22. Alcohol and Drug Free Workplace.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the influence of alcohol and drugs.

(A) Alcohol. The purchase, service, and use of alcohol involve health and safety issues for an employee; and liability risks and public perception concerns for the Court. The Court's policy on alcohol depends on the location and circumstances of an event and the work status of the employee.

(1) Location and circumstances. Generally, alcohol shall not be served or used at a Court sponsored event or at the workplace. In limited circumstances, the Court may allow the service and use of alcohol at a Court sponsored event, including an event at the workplace, but only if alcohol is provided by a properly licensed third party vendor and upon the prior approval of the Administrative Director.

(2) Purchase at Court expense prohibited. Alcohol shall not be purchased at Court expense, regardless of the location or circumstances involved.

(3) Employee on duty. An employee who is on duty shall not purchase, serve, or use alcohol, regardless of the location or circumstances involved.

(4) Employee off duty. An employee who is off duty shall not serve alcohol at a Court sponsored event, regardless of the location or circumstances of the event. An employee who is off duty may purchase and use alcohol at a Court sponsored event approved by the Administrative Director pursuant to paragraph (A)(1) of this policy, including an event at the workplace.

These prohibitions shall be read in conjunction with the requirements and guidance of OJC Reg. 14 (Alcohol; Intoxicating Liquor).

(B) Controlled Substances and Illegal Drugs. An employee shall not unlawfully manufacture, distribute, dispense, possess, or use a controlled substance or purchase, transfer, use, or possess any illegal drugs or prescription drugs that are illegal, either at the workplace or any other location. A controlled substance includes any drug listed in Section 812, Title 21 U.S. Code and federal regulations adopted pursuant to federal law. This prohibition shall be read in conjunction with the requirements and guidance of OJC Reg. 15 (Controlled Substances).

The Court shall notify any federal agency from which it has received a grant when an employee has been convicted of a violation of any state or federal criminal drug statute. The notice shall be provided within ten days after receiving notice from the employee of the conviction or after receiving other actual notice of the conviction.

(C) Alcohol and Drug Testing.

(1) Circumstances requiring testing. The Administrative Director, or the director's designee, upon the recommendation of the Director of Human Resources, or the director's designee, and sufficient cause shown, may require an employee to undergo an alcohol or drug test under the following circumstances:

- When there is reasonable cause to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician;
- When the employee is involved in a significant incident in which the employee or another person has a reportable and recordable injury or in which documented property damage has occurred;
- Pursuant to the specifications and provisions of a counseling, employee assistance, or rehabilitative program to which the employee has been referred as a result of a previous corrective action pursuant to Adm. P. 21 (Corrective Actions).

(2) Refusal to submit to testing. An employee who refuses to consent or submit to an alcohol or drug test when required under this policy shall be subject to corrective action pursuant to Adm. P. 21 (Corrective Actions).

(3) Confidentiality. Confidentiality concerning alcohol or drug test results shall be maintained to the extent provided by law, and an employee shall have the opportunity to refute the results of any alcohol or drug test.

(D) Corrective Actions. An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

(E) Employee Assistance and Rehabilitation. If an employee is convicted of a violation of any state or federal statute proscribing the abuse of alcohol or the possession or sale of a controlled substance, or if an employee has a confirmed positive alcohol or drug test, the Court may require the employee to participate in and satisfactorily complete an alcohol or drug assistance or rehabilitation program as a prerequisite to continued employment or as part of a corrective action.

Effective Date: January 1, 2004

Amended: April 1, 2009

Administrative Policy 23. Weapons and Violence Free Workplace.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a safe and productive workplace at the Supreme Court that is free from the effects of weapons and violence.

(A) Weapons Prohibited. Except as provided in OJC Reg. 11, no employee shall possess, carry, or store a weapon while on Court property or engaged in the course of the employee's employment or official responsibilities for the Court unless specifically required to do so as a condition of the employee's work assignment. Any employee who violates this policy is subject to having the matter referred to the appropriate law enforcement officials.

(B) Acts and Threats of Violence Prohibited. No employee shall engage in an act or make a threat of violence while on Court property, while engaged in the course of employment or official responsibilities for the Court, or when conducting business for the Court. Acts and threats of violence may include the following activities:

(1) Threats and intimidation. Engaging in threatening, intimidating, harassing, or coercive behavior that is sufficiently severe or offensive so as to alter the conditions of employment, or to create a hostile, abusive, or intimidating work environment for another person;

(2) Stalking. Willfully, maliciously, or repeatedly following or stalking another person;

(3) Communications. Making or sending a threatening, intimidating, harassing, or coercive statement, telephone call, letter, or other written or electronic communication to another person, with the intent to place that person in reasonable fear for the person's safety, or the safety of the person's family, friends, associates, or property;

(4) Physical contact. Intentionally engaging in physical contact with another person that would cause a reasonable person to believe the person is being assaulted;

(5) Damaging property. Intentionally damaging or defacing the personal property of another person or property owned, operated, or controlled by the Court.

(C) Domestic Violence. The Court is committed to creating and maintaining an environment that facilitates the needs of employees who are victims of domestic violence. The Court shall not discriminate against an employee in any employment actions because the employee is, or is perceived to be, a victim of domestic violence. The Administrative Director may issue guidelines establishing a workplace plan addressing domestic violence, including appropriate employee protection, assistance, and education measures.

(D) Notification of Protection or Restraining Order. An employee who obtains a protection or restraining order shall notify the Director of Human Resources. Upon notification, the Director of Human Resources shall inform the appropriate Court personnel.

(E) Reporting Acts or Threats of Violence. An employee shall report any acts or threats of violence to the employee's Senior Staff supervisor or Court security.

(F) Corrective Action. An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

Effective Date: July 1, 2004

Amended: April 1, 2009; February 13, 2025

Administrative Policy 24. Discrimination and Harassment.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the effects of discrimination and harassment.

(A) Prohibited Activity. No employee shall engage in or be subject to a prohibited discriminatory practice or harassment, including sexual harassment.

(1) Prohibited discriminatory practice. For the purpose of this policy, a “prohibited discriminatory practice” means a decision relating to either the recruitment, hiring, working conditions, compensation, training, promotion, transfer, or retention of employees or the selection of vendors to provide goods or services, when the decision is made with regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability.

(2) Harassment. For the purpose of this policy, “harassment” means conduct based on race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability that unreasonably interferes with a person’s work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications, when the conduct consists of one or more of the following:

- Using racially derogatory words, phrases, or epithets;
- Demonstrations of a racial or ethnic nature, such as a use of gestures, pictures, or drawings which would offend a particular racial or ethnic group;
- Comments about a person’s skin color or other racial or ethnic characteristics;
- Making disparaging remarks about a person’s gender that are not sexual in nature;
- Negative comments about a person’s religious beliefs or lack of religious beliefs;
- Expressing negative stereotypes regarding a person’s birthplace or ancestry;
- Negative comments regarding a person’s age when referring to a person 40 years of age or older;

- Derogatory or intimidating references to a person's mental or physical impairment.

(3) Sexual harassment. For the purpose of this policy, "sexual harassment" means conduct based upon sex that unreasonably interferes with a person's work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications and physical contact, when the conduct consists of one or more of the following:

- Making submission to a sexual advance or request for sexual favor an explicit or implicit term or condition of employment;
- Making submission to or rejection of a sexual advance or request for sexual favor a basis for employment decisions affecting the person to whom the harassment is directed;
- Making sexual innuendo, using sexually vulgar or explicit language, making sexually suggestive comments or sounds, telling jokes of a sexual nature, or making sexual propositions or threats;
- Displaying or disseminating sexually suggestive objects, books, magazines, computer software, internet websites, e-mail, graphic commentaries, photographs, cartoons, or pictures;
- Touching, pinching, leering, making obscene gestures, brushing against the body, or engaging in sexual intercourse or sexual assault;

(B) Reporting an incident. An employee who believes to have been subject to or observed any prohibited discriminatory practice or harassment by a Justice, other employee, Court appointee, person who conducts business with the Court, or visitor should report it immediately to any member of Senior Staff, the Director of Human Resources, the Administrative Director, or, if the subject of the prohibited discriminatory practice or harassment is an employee and the incident did not involve that employee's immediate supervisor, to the employee's immediate supervisor. Any of these persons to whom an incident is reported shall promptly notify the Director of Human Resources.

(C) Investigation and written report. Upon receiving a report of an alleged prohibited discriminatory practice or harassment involving an employee, Court appointee, person who conducts business with the Court, or visitor, the Director of Human Resources, or the director's designee, shall immediately and thoroughly investigate the incident and prepare a written report. The report shall contain the findings of the investigator and, if the investigator believes a violation of paragraph (A) of this policy has occurred, a recommendation for corrective action

or sanction pursuant to paragraph (F) of this policy. The report shall be provided to the parties involved.

If the alleged prohibited discriminatory practice or harassment involves a Justice, the Director of Human Resources shall notify the Administrative Director, who shall report the allegation to the Chief Justice for whatever action the Court considers appropriate.

(D) Determination of incident.

(1) Agreement of the parties. If the parties involved agree with the findings and recommended corrective action contained in the written report, the Director of Human Resources shall obtain the signature of each party on the report within five business days after it is provided to them. The Director of Human Resources shall promptly provide a copy of the signed report to the Administrative Director for review. Absent extraordinary circumstances demonstrated in the report, the Administrative Director shall approve its immediate implementation.

(2) Formal hearing. If any party involved does not agree with the findings or recommended corrective action contained in the written report or if the Administrative Director believes extraordinary circumstances are demonstrated in the report, within five business days after receiving the report the Administrative Director shall take appropriate action, including appointment of a hearing officer to conduct a formal hearing on the matter.

(E) Conflicts.

(1) Director of Human Resources. If a party or witness to an incident reported under this policy is the Director of Human Resources, the Administrative Director shall designate another member of the Court staff to perform the duties of the Director of Human Resources as required by this policy.

(2) Administrative Director. If a party or witness to an incident reported under this policy is the Administrative Director, the Chief Justice shall perform the duties of the Administrative Director as required by this policy.

(3) Chief Justice. If a party to an incident reported under this policy is the Chief Justice, the next most senior Justice shall perform the duties of the Chief Justice as required by this policy.

(F) Corrective Action. An employee who is found to have violated paragraph (A) of this policy shall be subject to appropriate corrective action as set forth in Adm. P. 21 (Corrective Actions).

(G) Confidentiality. The Court shall make every reasonable effort to protect the privacy of the parties in the process. Parties and witnesses shall maintain confidentiality with respect to a complaint or report. However, the Court cannot ensure that complaints or reports will be kept strictly confidential.

(H) Distribution of Policy. All requests for proposals and solicitations for employment and to provide goods or services shall reference this policy and the Court's prohibition against discrimination and harassment in the workplace.

Effective Date: July 1, 2003

Amended: September 1, 2007; April 1, 2009