

# HUNTINGTON CONVENTION CENTER OF CLEVELAND



## REQUEST FOR PROPOSALS

For

C3 and C4 Concourse Level Carpeting



**HUNTINGTON CONVENTION CENTER OF CLEVELAND  
REQUEST FOR PROPOSALS**

**TABLE OF CONTENTS**

TABLE OF CONTENTS.....	2
ANNOUNCEMENT.....	3
INTRODUCTION .....	4
CRITICAL DATES .....	4
PROCEDURES/CONTENT.....	5-8
CONSIDERATION OF RESPONSES.....	8-9
FORM OF AGREEMENT .....	9-11
EVALUATION CRITERIA.....	11
ATTACHMENT A (SCOPE).....	11-17
• ARCHITECTURAL SPECIFICATION AND TECHNICAL PLANS (EXHIBIT A - Separate Attachment)	
• ALTERNATE SOLUTIONS (EXHIBIT B)	

**ADVERTISEMENT**

**Request for Proposals (RFP)**

Notice is hereby given that SMG, managing agent of the Huntington Convention Center of Cleveland, is seeking bids from qualified respondents (Bidders) for the provision of carpet installation and subfloor repair within the Facilities.

All comments and questions concerning the Request for Proposals and the corresponding procedures and requirements must be addressed in writing, via email to the following:

Attn: Anastasia Volsko  
Email: avolsko@clevelandconventions.com

There will be a virtual pre-bid meeting, interested parties must email the above contact for an invitation. Site visits can be scheduled individually upon request.

Responses must be received by **Monday, September 7<sup>th</sup> at 11:00 AM** via email to the above email. SMG reserves the right to reject responses if not submitted by the time, date and at the place designated in the RFP. All responses may be rejected if deemed in SMG's best interest.

**ARTICLE 1**  
**INTRODUCTION**

**1.1 PROJECT DESCRIPTION/LOCATION.**

**FACILITY DESCRIPTION:** Opened in 2013 the Huntington Convention Center of Cleveland (HCCC) is located at 1 St. Clair Avenue NE, Cleveland, OH 44114. The HCCC features 225,000 sq. ft. of contiguous exhibit space as well as 44 meeting rooms totaling over 90,000 sq. ft. of meeting space.

The Facility is managed by SMG as agent for the Cuyahoga County Convention Facilities Development Corporation.

**PROJECT DESCRIPTION:** The HCCC currently has a need to replace the C3 and C4 level Concourse, elevators, and stair carpeting. The concrete floor underneath the carpeting will also need spalling repaired.

The purpose of this RFP is to identify a company to assist in ordering, delivering, and installing carpeting and repairing the floor as detailed within Attachment A herein.

**ARTICLE 2**  
**CRITICAL DATES**

**2.1** The following are the critical dates and times:

Notification	Friday, August 21 <sup>st</sup> , 2020
Response Due Date	Monday, September 7 <sup>th</sup> , 2020
*Interviews	Thursday, September 10 <sup>th</sup> , 2020
*Selection	Friday, September 11 <sup>th</sup> , 2020
*Projected Contract Commencement	Monday, September 28 <sup>th</sup> , 2020*

\*This is a targeted date under optimal circumstances and is tentative based on actual selection factors and lead times on product. SMG reserves the right to either conduct or not to conduct interviews. SMG further reserves the right to hold them on site at the Facilities or via other means.

## ARTICLE 3

### PROCEDURES/CONTENT

#### 3.1 CONTENTS OF RESPONSES

1. Responses must include the following:
  - a) Company History/Qualification: Provide a detailed history and a statement of qualifications including a description of comparable services provided for comparable Facilities including dates, overall management and organizational approach. Provide further detail regarding whether Bidder has performed services like those described in Attachment A.
  - b) Scope: Bidder shall provide detailed work plans that describe their understanding of the Scope of Services within Attachment A as well as their approach and delivery/installation timelines.
  - c) SMG wishes to achieve certain participation goals related to participation in the County of Cuyahoga, OH's Small Business Enterprise (SBE) program. If Bidder is registered or will utilize sub-contractors that are registered as a Small Business Enterprise (SBE) certified by the County of Cuyahoga, OH in the performance of their obligation under the Agreement the Response should so indicate.
  - d) References: Provide three (3) references stating name, title, company, address, and telephone numbers for everyone within these companies who may be contacted.
  - e) Fees: Bidder must identify any applicable fees for their services within the enclosed Quotation Sheet within Attachment A and specifically Exhibits A, and C
  - f) Sub-Contractors: Bidder shall identify all sub-contractors which the Bidder anticipates having a significant role in the services.
  - g) Certifications and Licenses: Bidder must provide all their licenses that are required by the State of Ohio, the County of Cuyahoga, OH and the City of Cleveland, OH.
2. All Responses shall be typewritten without erasures or deletions.
3. Each copy of the Response shall include the legal name of the Bidder and a statement identifying the Bidder as a sole proprietor, partnership, corporation or other legal entity as appropriate. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Response by a corporation shall further give the state or incorporation and whether the Bidder is qualified to do business in the State of Ohio. A response submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

### **3.2 PROPOSED TERMS OF THE BID**

- 1.) Bidder must identify any applicable fees for their services within the enclosed Quotation Sheet within Attachment A and specifically Exhibits A and B. If there are portions of the Work the Bidder cannot price, provide fee schedules with an “estimated cost of service”. SMG reserves the right to reject any Response that is incomplete or is not submitted on the forms provided.
- 2.) In addition to Bidders detailing their proposal as per the items contained herein, Bidders may put forth alternative proposals for SMG to consider. SMG recognizes Bidders inherent ability and knowledge to do so and SMG reserves the sole right to consider such approaches and further reserves the right if necessary, to obtain additional details from said Bidder regarding said proposal.
- 3.) In the event Bidders are not able to provide a certain portion of the services listed herein SMG reserves the right to award certain services to the Bidder(s) that it feels is in the best interest of the Facility.

### **3.3 SUBMISSION OF RESPONSES**

- 1.) Submit a properly executed Response with any other documents required. The email shall be identified with the Bidder name and address, type of Response (i.e. C3 and C4 Carpeting Project) and the bid due date to the following address:

Subject Line: C3 and C4 Carpet Project  
Email: avolsko@clevelandconventions.com

- 2.) **Please note that due to COVID-19, no physical Responses will be accepted on site. Responses shall be submitted no later than 11:00 a.m., EST. on the above noted date. Responses received after that time and date will be deleted unopened. The Bidder shall assume full responsibility for timely delivery to the email designated for the receipt of Responses.**
- 3.) Submission of a Response signifies careful examination of the RFP and complete understanding of the nature, extent and location of the Work to be performed.
- 4.) Oral, telephonic or physical Responses are invalid and will not receive consideration.

### **3.4 CLARIFICATION**

Each Respondent shall carefully examine the site, all RFP documents and related materials as well as any addendum and will thoroughly familiarize themselves with all requirements prior to submitting a bid. Should a Bidder find discrepancies or ambiguities in, or omissions from the proposal documents, or should the Bidder be in doubt as to their meaning, Bidder shall at once, and in any event, not later than seven (7) days prior to proposal due date, submit to SMG a written request for interpretation or correction thereof. The person submitting the request for

clarification will be responsible for its prompt email to the Director of Operations at the address noted in Section 3.3. Facsimile requests for clarification will not be accepted. Each Bidder is responsible for confirming receipt of any emailed materials to SMG.

Any interpretation or correction of the RFP will be made only by written addenda to all Bidders. These will be posted on [www.clevelandconventions.com](http://www.clevelandconventions.com). No allowance will be made after bids are received for oversight, omission, error, or mistake by the Bidder or SMG. Addenda so issued will become part of the bid Documents and receipt thereof by the Respondent shall be acknowledged in the bid.

### **3.5 MODIFICATION OR WITHDRAWAL OF RESPONSE**

- 1.) A Response may not be modified, withdrawn, or canceled by the Bidder during the time following the date designated for the opening of the Responses, and each Bidder so agrees in submitting a Response.
- 2.) Prior to the time and date designated for receipt of Responses, a Response submitted might be modified or withdrawn by notice to the party receiving Responses at the place designated for receipt of Responses. Such notice shall be in writing over the signature of the Bidder. Change shall be so worded as not to reveal the amount of the original Response.
- 3.) Withdrawn Response may be resubmitted up to the date and time designated for the receipt of Responses if they are then fully in conformance with these Instructions to Bidders.

### **3.6 DUE DILIGENCE**

- 1.) Prior to submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigation and examinations shall not relieve the successful Bidder for the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any provision required by the Contract.

### **3.7 CONDITIONS AND LIMITATIONS**

- 1.) The bids and any information made a part of the bids will become part of SMG's official files without any obligation on SMG's part to return them to the individual Bidder(s).
- 2.) This RFP and the selected Bidder(s) bid may, by reference, become part of any formal Contract between SMG and Bidder resulting from this solicitation.
- 3.) Bidder(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of SMG for purpose of influencing consideration of a bid.

### **3.8 NO CONTACT POLICY**

- 1.) Prior to the Response Due Date and after receipt of bids by SMG, and until the award of this Contract, no Bidder, subcontractor to Bidder shall contact or communicate, in any manner, with the following parties concerning matters directly related to this Contract:
  - a) any member of the Huntington Convention Center of Cleveland, SMG, the Cuyahoga County Convention Facilities Development Corporation, any employee or agent thereof, except in the manner described herein; except as noted below in 3.8 - 2
  - b) any elected official or employee of the State of Ohio or the County of Cuyahoga, OH.
- 2.) All comments and questions (requests for information) concerning this Request for bid and the corresponding procedures and requirements must be addresses in writing, via email to the following:

Subject Line: C3 and C4 Carpet Project  
Email: avolsko@clevelandconventions.com

SMG will respond to all comments and questions to all Bidders within three to five (3-5) days of the request being received. All requests for information must be received by SMG at least seven (7) days prior to the Response Due Date to receive consideration. SMG will not be responsible for comments and/or answers received in any manner other than as described above.

- 3.) Any contact violation of the above instructions shall be grounds for disqualification and/or rejection of a Response, and in the case of a subcontractor, the preclusion of that subcontractor providing services for the Project. Each Bidder is responsible for notifying its prospective subcontractors of these instructions.

## **ARTICLE 4**

### **CONSIDERATION OF RESPONSES**

#### **4.1 OPENING OF RESPONSES**

- 1.) The properly identified Responses received on time will be opened and acknowledged.
- 2.) To be considered for the award, a Bidder must be experienced and regularly in the business of providing the Scope of Services required by this RFP, and must have a business phone and be available for consultation.

#### **4.2 REJECTION OF RESPONSES.**



- 1.) SMG shall have the right to reject any or all Responses, reject a Response not accompanied by the data required by the RFP, or reject a Response, which is in any way incomplete or irregular.

#### **4.3 ACCEPTANCE OF A RESPONSE**

- 1.) It is the intent of SMG to award a contract to the qualified Bidder submitting the response, which is in the best interest of the Facilities, provided the Response has been submitted in accordance with the requirements of the RFP. SMG shall have the right to accept the Response which in its judgment, is in the best interest of the Facilities.
- 2.) Following the evaluation of written bids, Bidder(s) may be requested to offer oral presentation to SMG or provide clarification regarding its response. Failure to comply with such a request will disqualify Bidder from consideration.

#### **4.4 TIME OF AWARD**

- 1.) Responses will be irrevocable for 30 days from the date of opening. It is the intent of SMG to enter contract negotiations with the Bidder under consideration for the provision of Services herein described of the highest quality obtainable for the most reasonable price.
- 2.) This RFP does not commit SMG to the awarding of a Contract.
- 3.) SMG will not be liable for any costs incurred in the preparation and/or presentation of the Responses.

### **ARTICLE 5**

#### **FORM OF AGREEMENT BETWEEN SMG AND BIDDER**

##### **5.1 FORM OF AGREEMENT**

- 1.) The successful Bidder may be required to enter a written contract with SMG. For informational purposes, several of the pertinent matters of the Agreement have been included below:
- 2.) The Response of the awarded Bidder, along with any addendum or amendments thereof, shall be incorporated into the Agreement.
- 3.) Term: Bidder and SMG shall enter into a service contract which shall not expire until all installation and services have been completed to the satisfaction and approval of SMG. Applicable warranties shall apply beyond the project completion date and shall be spelled out in the contract. Despite anything contained herein to the contrary SMG may terminate this Agreement at any time and for any reason upon providing forty-five (45) days-notice to Bidder.

4.) The successful Bidder will be required to obtain and maintain in force always during the term of the agreement as a direct cost of operation, insurance coverage as directed by SMG. It is anticipated that such coverage shall include the following:

a. Comprehensive General Liability Coverage in the amount of \$1,000,000.00. This coverage must be written on an occurrence form, claims made policies will be unacceptable to SMG. This Comprehensive General Liability insurance shall cover the Contractor, SMG, the County of Cuyahoga, OH, the Cuyahoga County Convention Facilities Development Corporation (CCCFDC), and their employees, agents and officers from and against any claim arising out of personal injury of Bidder or the Bidder's failure to comply with the terms of this Contract.

b. Workers' Compensation Coverage shall comply with all State and Federal requirements for all employees of Bidder and will be in statutory required limits.

c. Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00, shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles, which may be used by Bidder about the services, required under the Contract.

d. All such insurance coverage, except for Workers' Compensation, shall name SMG, the County of Cuyahoga, OH, the Cuyahoga County Convention Facilities Development Corporation and their employees, agents, officers and directors as additional insured thereunder.

e. Bidder shall waive any and every claim against SMG, County of Cuyahoga, OH, the Cuyahoga County Convention Facilities Development Corporation and their respective agents and employees which arises or may arise in their favor for all loss or damage to any of its property.

f. Indemnification: The Bidder shall defend, indemnify, and hold harmless SMG, the County of Cuyahoga, OH, and the Cuyahoga County Convention Facilities Development Corporation and Members, Officers, and their employees from, and against all claims, suits, judgments, expense, and costs of every kind and description, by reason of injury to persons or damage to property, resulting or alleged to result from any act or omission of the Bidder or his employees or agents, including, but not limited to expenses or claims related to environment contamination, injury or clean up.

5.) All licenses and/or permits will be provided by the Bidder.

Bidder shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations and shall indemnify, save and hold harmless, SMG, and the Cuyahoga County Convention Facilities Development Corporation and all of their officers, agents and employees against any and all claims or liability arising from or in connection with the violation of any such law, ordinance, rule or regulation, whether such violation is caused by Bidder, or its agents, employees, suppliers, or subcontractors.

6.) SMG requires that Bidder shall not discriminate against any person or group of persons based upon race, creed, sex, sexual orientation, religion, color, age, veteran status, national origin or ancestry.

- 7.) Warranty: At a minimum all carpet and substrates shall be fully guaranteed against defects in parts workmanship and labor for a minimum of (2) two years. Bidder shall list and supply additional manufacturer's standard guarantees for all carpeting, substrates, and components.

## 5.2 EVALUATION CRITERIA

- 1.) The successful Bidder shall be determined by the following criteria:
  - a. General Qualifications: Includes but not limited to Bidders qualifications and levels of service and responsiveness to be provided. Also, includes Bidders detailed work and technical plans and approach to the services as well as their commitment to sustainability.
  - b) Financial Proposal: Includes the proposed pricing to perform the Services described within Attachment A.
  - c) Small Business Enterprise (SBE) participation.
  - d) References.
  - e) Oral Presentation/Interviews (optional)
- 2.) SMG reserves the right to award or not award the contract based on the initial response.
- 3.) (Optional) Oral Presentations/interviews will be held during the tentative dates shown within 2.1 Critical Dates. Bidder will be given approximately 45 minutes to make a presentation and respond to questions. Bidders will be limited to an attendance of five (5) individuals to participate in the process.

## ARTICLE 6

### SCOPE OF WORK

- 6.0 Bidder's services shall include, but not be limited to the following:

- 1.) See Attachment "A"

## **ATTACHMENT A**

### **HUNTINGTON CONVENTION CENTER OF CLEVELAND & GLOBAL CENTER FOR HEALTH INNOVATION**

#### **SCOPE**

##### **I. GENERAL**

1. Mobilization: Bidder shall be ready to commence immediately upon the signing of the Agreement and delivery and installation of product shall not exceed 30 days from order date.
2. Work Plan Requirements: Bidder is responsible for gathering all information including any applicable drawings or specifications necessary to be able to propose a Work Plan that is effective, efficient and in-line with Facility standards.
3. In addition to Bidders detailing their plan as per the items contained herein, SMG encourages Bidders to put forth alternative solutions and approaches to the services as well as the corresponding fees. SMG recognizes Bidders inherent ability and knowledge to do so. SMG reserves the right to consider such approaches and reserves the right if necessary, to obtain additional details from said Bidder.
4. Warranty: At a minimum all product, adhesives and install methods shall be fully guaranteed against defects in parts workmanship and labor for (2) two years.

##### **II. LABOR**

1. Bidder agrees to obtain and maintain at its own expense all necessary labor, licenses, permits, tools, equipment and supplies required to occupy, use and perform the services described herein.
2. Bidder shall use only trained, licensed, competent and efficient personnel in the performance of its obligations hereunder. Bidders labor must be uniformly dressed having a neat and clean appearance and shall conduct themselves in a professional manner always. Bidder shall work within the confines of any existing collective bargaining agreements, Facility jurisdictions and maintain labor harmony at all times.
3. Bidder's personnel will sign-in and out at the area of the Facility commonly referred to as the Employee Entrance and agree to fully cooperate with SMG's safety and security policies and procedures.

### **III. DESCRIPTION OF WORK**

#### **1. Materials**

- a. Bidders shall provide materials as described in Exhibit A.
- b. Bidder will be responsible for the removal of existing carpet and preparation of the floor to lay the materials.
- c. Floor spalling must be repaired prior to laying new carpet.

#### **2. General**

- a. Bidder to coordinate working hours, access to site, site protection, material storage area, and area of disturbance with SMG.
- b. Bidder to follow all site safety rules and COVID related policies on site.
- c. Existing carpet must be donated or recycled utilizing industry best practices and removed from site before job is complete.
- d. Restore or repair any damages created.

### **FINANCIAL PACKAGE QUOTATION SHEET**

**MUST INCLUDE ALL CHARGES TO BE ASSESSED**

**PROJECT:** C3 and C4 Carpet Installation

**LOCATION:** Huntington Convention Center of Cleveland

**BIDDER:**

**DATE DUE:** Monday, September 7<sup>th</sup> at 11:00 AM

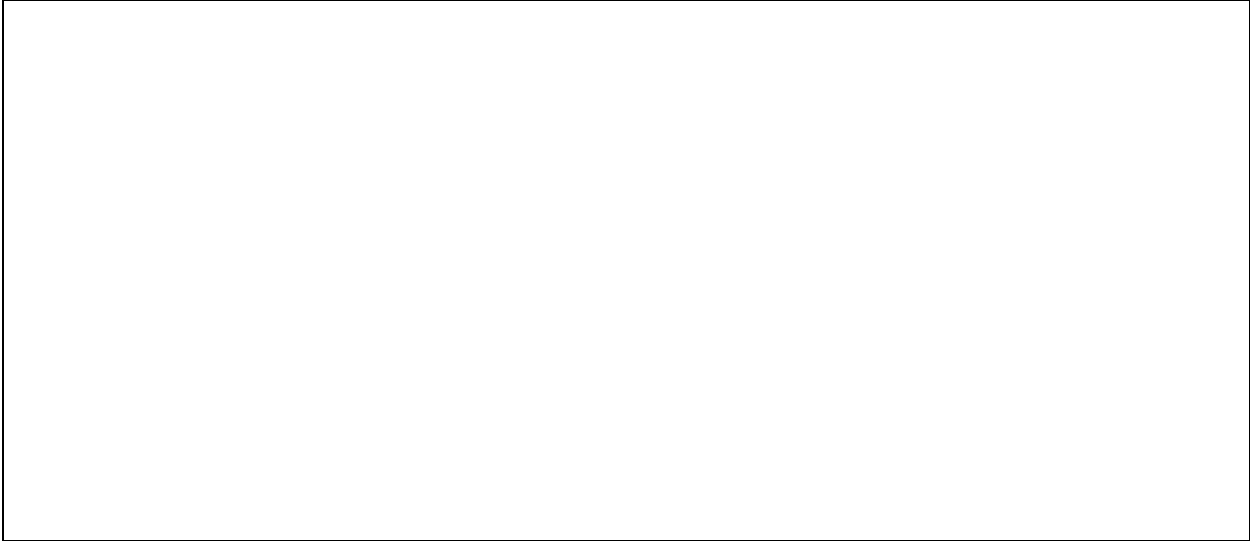
**INSTRUCTIONS AND CONDITIONS:** Bidder's must detail the total cost for the Services detailed within Attachment A. All prices shall include the product cost, labor, and any other applicable charges for the delivery, maintenance and installation of the carpet and its accessories. Please ensure line items for product and labor are separately indicated. Carpet pricing should be provided per square yard with separate freight and should be indicated at the pricing provided by the below contact.

**For applicable product pricing under SMG guidelines – please contact:**

Melissa Vitello  
Milliken & Company  
[Melissa.Vitello@Milliken.com](mailto:Melissa.Vitello@Milliken.com)  
215-287-4021

**WARRANTY INFORMATION**

Bidders are asked to put forth the type of warranty they are proposing for this project below:

A large, empty rectangular box with a thin black border, intended for bidders to provide warranty information for the project.

**REQUEST FOR PROPOSALS  
For  
C3 and C4 Concourse Level Carpeting**

**Exhibit A  
Architectural Specifications**

**Please see separate attachment on RFP posting.**

## **EXHIBIT B**

### **ALTERNATE SOLUTIONS PROPOSED**

In addition to Bidders detailing their proposal as per the items contained herein, Bidders may put forth alternative proposals for SMG to consider. SMG recognizes Bidders inherent ability and knowledge to do so and SMG reserves the sole right to consider such approaches and further reserves the right if necessary to obtain additional details from said Bidder regarding said proposal. Bidders shall detail any alternative approaches or proposals for SMG to consider below:



THE PRICES/FEEES INDICATED SHALL BE THE ACTUAL PRICE TO THE HCCC/GCHI AND SHALL REMAIN CONSTANT AND SHALL NOT BE AFFECTED BY OUTSIDE INFLUENCES. BY SUBMITTING A RESPONSE, THE BIDDER AGREES TO THIS.

**READ ALL INSTRUCTIONS AND CONDITIONS BEFORE QUOTING.**

**COMPANY**\_\_\_\_\_

**COMPANY REP**\_\_\_\_\_

**PHONE**\_\_\_\_\_

**EMAIL**\_\_\_\_\_