



HUNTINGTON CONVENTION CENTER of CLEVELAND

REQUEST FOR PROPOSAL

For

IPTV Distribution System Replacement

HUNTINGTON CONVENTION CENTER OF CLEVELAND

REQUEST FOR QUOTATION

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ADVERTISEMENT

Request for Proposal (RFP)

Notice is hereby given that SMG, managing agent of the Huntington Convention Center of Cleveland (the Facility), is seeking bids from qualified respondents (Providers) for the replacement, design, install, programming of an IPTV Distribution System within the Facility.

All comments and questions concerning the Request for Quotation and the corresponding procedures and requirements must be addressed via email to the following:

Huntington Convention Center of Cleveland

Attn: Andy Didytch

Email: adidyтч@clevelandconventions.com

A walkthrough will be held by appointment and is not required prior to submitting a quote. Interested parties to reach out to Andy Didytch at adidyтч@clevelandconventions.com for an appointment.

Responses must be received by Friday, December 17, 2021, by 1:00 pm local time via email to adidyтч@clevelandconventions.com SMG reserves the right to reject responses if not submitted by the time, date and at the place designated in the RFP. Any and all responses may be rejected if deemed in SMG's best interest.

ARTICLE 1

INTRODUCTION

1.1 PROJECT DESCRIPTION/LOCATION.

Opened in 2013 the Huntington Convention Center of Cleveland is located at 1 St. Clair Avenue NE, Cleveland, OH 44114.

The Convention Center features 225,000 sq. ft. of contiguous exhibit space as well as 35 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 Background:

- The purpose of this RFP is to identify a vendor who is able to perform the Services detailed herein including the installation of a fully functioning first class IPTV Distribution System within the Facility.
- The Facility does not have RG6 Coaxial Cable installed so a strict IP solution must be presented.
- Current provider is Spectrum. There are currently (20) Cisco 4742HDC cable boxes.
- Willing to convert to Spectrum Fiber Connect Plus.

ARTICLE 2

CRITICAL DATES

2.1 The following are the critical dates and times:

Notification	Tuesday, December 7 th , 2021
Response Due Date	Friday, December 17 th , 2021 by 1:00 PM
*Interviews	Monday, December 20 th , 2021
*Selection	Monday, December 27 th , 2021
*Projected Contract Commencement	Monday, January 3 rd , 2022

*This is a targeted date under optimal circumstances and is tentative based on actual selection factors. SMG reserves the right to either conduct or not to conduct interviews. SMG further reserves the right to hold them on site at the Facility 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. Identify the roles, qualifications, responsibilities and experience on similar projects of the personnel to be assigned to this project. Provider shall provide detailed work and technical plans that describes their understanding of the Scope of Services as well as their strategies, methodologies, resources, approach to labor and action plan with timelines to accomplish the requirements defined with the **Scope of Work** within Attachment A.
- b) **Financial Qualifications:** Provide evidence that Provider has the financial ability to fulfill its obligations as outlined herein including the full acquisition of an acceptable inventory stock. In the case of a subsidiary, statements must be on the operating entity. No statement of the parent or holding company is acceptable.
- c) **Certified Diversity Business:** Provider shall detail within its Response its commitment on a percentage basis of the total contract fee as well as provide its plan for meeting or exceeding the established participation goals as detailed below, including the policies and procedures to be used.

SMG has established an overall project goal of 30% with respect to the use of Minority Business Enterprise (MBE), Woman Owned Business Enterprises (WBE) and Small Business Enterprises (SBE) certified by either Cuyahoga County and/or

the State of Ohio. Furthermore, the 30% participation goal shall be broken down into the following sub-categories and minimum participation percentages:

Spending Category	MBE	WBE	SBE	Total
Expenditure Percentage Relative to Total Contract Fee	18%	7%	5%	30%

Each Provider must commit to utilize Cuyahoga County Certified Diversity Businesses as listed within the County's web site <https://opd.cuyahogacounty.us/en-US/listing.aspx> or the state of Ohio's web site <https://das.ohio.gov/Divisions/Equal-Opportunity/Business-Certification/Minority-Business-Enterprise-MBE-Program> to meet the goals stated above relative to the total contract price (inclusive of any change orders or amendments). Evidence of such commitment shall be the responsibility of the Provider. SBE/WBE/MBE commitments may be met by one or a combination of the following:

- 1.) Provider's status as a Certified Diversity Business.
- 2.) Subcontracting part of the work to one (1) or more Certified Diversity Businesses.
- 3.) Purchasing materials or supplies used in performing the Services from one (1) or more Certified Diversity Businesses.

Providers that are unable to meet the goals set forth above must request a waiver or reduction to be included within their Response which clearly demonstrate their good faith efforts to reach the established goals. Failure to submit a request for reduction or waiver will cause the Response to be found incomplete and SMG reserves the right to reject the Response altogether.

- d) **References:** Provide a minimum of three (3) references stating name, title, company, address and telephone numbers for each individual within these companies who may be contacted.
- e) **Financial Package:** Provider must identify any applicable fees for their services within the enclosed Quotation Sheet within Attachment A.

- f) **Sub-Contractors:** Provider shall identify any and all sub-contractors which the Provider anticipates having a significant role in the services.
- g) All Responses shall be typewritten without erasures or deletions.
- h) Each copy of the Response shall include the legal name of the Provider and a statement identifying the Provider 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 Provider to a contract. A Response by a corporation shall further give the state or incorporation and whether the Provider is qualified to do business in the State of Ohio.

3.2 PROPOSED TERMS OF THE BID

- 1.) Provider must identify any applicable fees for their services within the enclosed Quotation Sheet within Attachment A and specifically Exhibits A, B, and C. If there are portions of the Work the Provider 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 Providers detailing their quote as per the items contained herein, Providers may put forth alternative quotes for SMG to consider. SMG recognizes Providers 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 Provider regarding said quote.
- 3.) In the event Providers are not able to provide a certain portion of the services listed herein SMG reserves the right to award certain services to the Provider(s) that it feels is in the best interest of the Facility.

3.3 SUBMISSION OF RESPONSES

- 1.) Submit executed Responses via email to adidyтч@clevelandconventions.com with any other documents required.
- 2.) **RESPONSES shall be submitted no later than 1:00 p.m., EST. on the noted date listed within Article 2 Critical Dates. Responses received after that time and date will be returned. The Provider shall assume full responsibility for timely delivery at the location 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 faxed Responses are invalid and will not receive consideration.

3.4 CLARIFICATION

- 1.) 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 Provider find discrepancies or ambiguities in, or omissions from the quote documents, or should the Provider be in doubt as to their meaning, Provider shall at once, and in any event, not later than seven (7) days prior to quote 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 delivery via email to the IT Manager at adidytych@clevelandconventions.com. Each Provider is responsible for confirming receipt of any emailed materials to SMG.
- 2.) Any interpretation or correction of the RFP will be made only by written addenda to all Provider. No allowance will be made after bids are received for oversight, omission, error, or mistake by the Provider 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 Provider during the time period following the date designated for the opening of the Responses unless requested and approved in advance by SMG, and Provider 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 Provider. 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 provided that they are then fully in conformance with these Instructions to Providers.

3.6 DUE DILIGENCE

- 1.) Prior to submitting a bid, each Provider 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 Provider 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 Provider(s).
- 2.) This RFP and the selected Provider(s) bid may, by reference, become part of any formal Contract between SMG and Provider resulting from this solicitation.
- 3.) Provider(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 Provider, subcontractor to Provider 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 /Global Center for Health Innovation, 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 addressed in writing, via email to the following:

Andy Didytch
IT Manager
Email: adidytch@clevelandconventions.com

SMG will respond to all comments and questions to all Providers 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 in order 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 Provider 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 Provider 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 and responsive Provider submitting the response which is in the best interest of the Facility, 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 Facility.
- 2.) Following the evaluation of written bids, Provider(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 Provider from consideration. SMG further reserves the right to establish a "short list" of bidders upon its initial review of the bids and shall engage these

bidders to further determine which bidder is in the best interest of the Facility in accordance with the requirements of the RFP.

4.4 TIME OF AWARD

- 1.) Responses will be irrevocable for 60 days from the date of opening. It is the intent of SMG to enter into contract negotiations with the Provider 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 PROVIDER

5.1 FORM OF AGREEMENT

- 1.) The successful Provider may be required to enter into 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 Provider, along with any addendum or amendments thereof, shall be incorporated into the Agreement.
- 3.) Term: The Agreement under which this service shall be until work is completed and warranties expire. Notwithstanding anything contained in the agreement to the contrary the contract will not automatically renew at the conclusion of the term.
- 4.) The successful Provider will be required to obtain and maintain in force at all times during the term of the agreement insurance coverage as directed by SMG. Such coverage will be obtained from an insurance company authorized and licensed to do business in the State of Ohio and rated not less than A-VIII by the most current Best's Manual. Furthermore, said insurance company or companies must be approved by SMG. It is anticipated that such coverage shall include the following:
- 5.) Comprehensive General Liability Coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000 annual policy aggregate. 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, ASM Global Parent, Inc., 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 Provider or the Provider's failure to comply with the terms of this Contract. Such policy or policies of insurance shall include coverage for claims of any persons as a result of an incident directly or indirectly related to the employment of such persons by a Provider or by any other persons. This coverage shall include blanket contractual insurance and such coverage shall make express reference to the indemnification provisions set forth in this agreement. The policy shall also be endorsed to include coverage for products, completed operations, and independent contractors.

- 6.)** Workers' Compensation Coverage shall comply with all State and Federal requirements for all employees of Provider and will be in statutory required limits.
- 7.)** Excess Liability Coverage, in the amount of \$1,000,000.00 shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy.
- 8.)** 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 Provider in connection with the services, required under the Contract.
- 9.)** All such insurance coverage, with the exception of Workers' Compensation, shall name ASM Global Parent, Inc., SMG, the County of Cuyahoga, OH, the Cuyahoga County Convention Facilities Development Corporation and their employees, agents, officers and directors as additional insured thereunder.
- 10.)** Provider shall waive any and every claim against ASM Global Parent, Inc., 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 any and all loss or damage to any of its property. If any policy does not presently contain provisions which permit such a waiver, contractor agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation.
- 11.)** Indemnification: Provider shall indemnify defend and hold harmless ASM Global Parent, Inc., SMG, the County of Cuyahoga, OH, the Cuyahoga County Convention Facilities Development Corporation (CCCFDC) and their respective employees, agents, officers directors, and members of, from and against all claims, suits, judgments, expenses, damages, liabilities and costs of any kind whatsoever, including attorney's fees, arising out of or in any way related to or incidental to the providing of the Equipment and/or the performance of the Services by Provider under or in connection with this Agreement. Provider's indemnification obligations hereunder shall include, without limitation, indemnification for injury or death to persons and damage to property.

Provider specifically assumes all risk of loss, damage and destruction of any or all items of Equipment and any related supplies or property, unless caused by the gross negligence or willful misconduct of SMG or its employees, agents and contractors. The provisions contained in this Section 9 shall survive termination of this Agreement, as provided herein.

12.) All licenses and/or permits will be provided by the Provider at its sole cost.

Provider 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 Provider, or its agents, employees, suppliers, or subcontractors.

13.) SMG requires that Provider 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.

14.) Conflicts of Interest: The Provider must state in its quote, as of the date of the Response that it knows of no conflicts of interest which would be created by its contract for the project. It will be the continuing duty of the selected Provider to report all potential conflicts of interest to SMG.

15.) Prevailing Law: The Provider and subcontractors must comply with all local, state, and federal laws, rules, and regulations applicable to this Agreement and to the services performed hereunder.

16.) Either party may terminate this Agreement if the other commits a material breach of the Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice.

5.2 EVALUATION CRITERIA

1.) The successful Provider shall be determined by the following criteria:

a) **General Qualifications:** Includes but not limited to Providers overall experience, resources, financial capabilities, qualifications and levels of service and responsiveness to be provided. Also, includes Providers detailed work and technical plans, approach to the services, conformity of Response to terms of RFP, as well as their commitment to sustainability.

- b) Financial Proposal.
- c) References
- d) Certified Diversity Business (SBE/WBE/MBE) participation.
- e) Oral Presentation/Interviews (Optional)

- 2.) SMG reserves the right to award or not award the contract on the basis of the initial response.
- 3.) (Optional) Oral Presentations/interviews will be held during the tentative dates shown within 2.1 Critical Dates. Provider will be given approximately 45 minutes to make a presentation and respond to questions. Providers will be limited to an attendance of five (5) individuals to participate in the process.

ARTICLE 6

ATTACHMENT A

Huntington Convention Center of Cleveland

SCOPE OF WORK (the "Services")

6.1 System Requirements:

- Provider shall provide a fully functioning first class enterprise level IPTV Distribution System within the Facility.
- ASM at the Facility will provide a server via a VM environment. No additional physical servers will be required.

- Provider will quote all necessary encoders and decoders required to convert the signal into our existing network.
- Provider will quote a minimum of (20) endpoints that will be used to decode and distribute cable TV throughout the Facility. Provider will determine if these endpoints will be in the form of set top boxes or another medium used to decode the data.
- Provider will supply all necessary cables required to install the system in the main data room.
- Integration into Scala Content Manager to display cable TV on our current digital signage system.
- Provider will quote all licenses needed to display cable TV on (70) digital signage players in the facility. Any other licensing needed for the system should be included as well.
- Any maintenance contracts such as yearly renewal contracts should be clearly defined in the quotation.
- Provider to include training on any new systems installed.
- Provider 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.

6.2 LABOR

- 1.) Provider shall ensure that its employees and any sub-contracted employees are uniformly dressed and have a neat and clean appearance. All employees must display proper identification prominently while working at the Facility.
- 2.) Provider shall ensure that its employees are qualified, licensed and properly trained in the handling and use of all equipment within the Facility including but not limited to the use of aerial lifts and scaffolding.
- 3.) Provider shall detail within its response to this RFP its plan for acquiring labor to perform all of the services proposed herein including its plan for acquiring licensed and qualified labor to perform the services described within this RFP.
- 4.) Provider shall furnish labor that can work in harmony with all other elements of labor employed or to be employed at the Facility.
- 5.) Provider shall comply with all applicable labor laws and collective bargaining agreements in its performance of the Services described herein.

6.3 USE OF FACILITY

- 1.) The Provider's employees must check-in and exit the Facility at the designated security door only.
- 2.) The Provider shall take all precautions necessary and shall bear the sole responsibility for the safety of the Work, and the safety and adequacy of the methods and means it employs in performing Work. Provider, while at the Facility must also observe any safety

requirements imposed by SMG.

EXHIBIT A

The below schedule details Providers total proposed costs for the project per Attachment A. These prices are to include all costs to complete the Services as detailed herein including but not limited to labor, materials, shipping/handling and any applicable taxes.

FINANCIAL PACKAGE QUOTATION SHEET

MUST INCLUDE ALL CHARGES TO BE ASSESSED

PROJECT: IPTV Distribution System Replacement

LOCATION: Huntington Convention Center of Cleveland

PROVIDER:

DATE DUE: December 17th, 2021, by 1:00 PM

INSTRUCTIONS AND CONDITIONS: Provider's must detail the total fees for the Services . may put forth alternative solutions and approaches to the services and compensation they are offering for SMG to consider.

WARRANTY INFORMATION

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

EXHIBIT B
ALTERNATE SOLUTIONS PROPOSED

- In addition to Providers detailing their quote as per the items contained herein, Providers may put forth alternative proposals for SMG to consider. SMG recognizes Providers 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 Provider regarding said quote. Providers shall detail any alternative approaches or proposals for SMG to consider below:

EXHIBIT C
WORK AND TECHNICAL PLANS

- Provider shall provide detailed work and technical plans that describes their understanding of the Services as well as their strategies, methodologies, resources, work timelines and action plan to accomplish the requirements defined within Attachment.