



HUNTINGTON CONVENTION CENTER of CLEVELAND

REQUEST FOR QUALIFICATIONS

For

ARCHITECTURAL SERVICES



ADVERTISEMENT

Request for Qualifications (RFQ)

Notice is hereby given that SMG, managing agent of the Huntington Convention Center of Cleveland (the Facility), is seeking bids from qualified respondents (Providers) to retain the services of an architectural firm under a continuing services agreement to provide the following:

- 1) Provide ongoing Architectural Services for approved capital projects as requested by SMG on a “per task” basis.

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

Attn: Mike Campo
Email: mcampo@clevelandconventions.com

Responses must be received by Monday, September 19th, 2022 1pm local time via email to mcampo@clevelandconventions.com . SMG reserves the right to reject responses if not submitted by the time, date and at the place designated in the RFQ. Any and all responses may be rejected if deemed in SMG's best interest.

ARTICLE 1
INTRODUCTION

1.1 LOCATION/SITE BOUNDARIES

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 Atrium building includes a 12,000 sq. ft ballroom, meeting space and retail outlets.

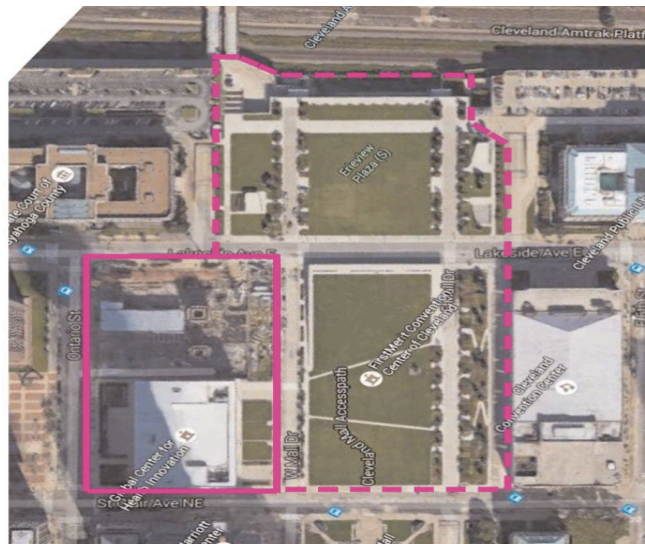
The Facility is managed by SMG as agent for the Cuyahoga County Convention Facilities Development Corporation (CCCFDC).

1.2 SITE BOUNDARIES

The areas under the control of the CCCFDC includes land bounded by St. Clair Avenue NE, Ontario Street, Lakeside Avenue and West Mall Drive; and entry to the loading docks at West Third Street (near the Shoreway); constructed areas under Mall B, Mall C and Lakeside Drive.

The chart below depicts the Facility that are located above ground (solid border) and those below ground (dashed border). The Facility are connected below ground from the HCCC to Cleveland Public Hall to the east, and via tunnel (under construction) from the Hilton Cleveland Downtown Hotel to Huntington Park Parking Garage located north of the Courthouse.

Figure 1



From time to time, SMG may need the services of an architectural firm to provide various architectural services related to capital projects.

ARTICLE 2

CRITICAL DATES

2.1 The following are the critical dates and times:

Notification	Thursday., Sept. 1 st , 2022
Response Due Date	Mon., Sept. 19 th , 2022
*Interviews	Wed., through Fri., Sept. 21-23 rd ,2022
*Selection	Mon., Sept. 26 th , 2022
*Projected Agreement Commencement	Mon., Oct. 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

- a) Responses must include the following:
- a) **Company History/Qualification:** Provider must submit its company background as well as evidence that they are currently, or have in the past, conducted Architectural services at comparable sized facilities including date(s) and location(s). Detail range of engineering design services including Civil, Mechanical, Plumbing, Electrical and Structural Engineering. Detail approach to sustainable design.
 - b) **Project Team and Experience:** Identify the roles, qualifications, responsibilities and experience on similar projects of the personnel to be assigned to this project. Only individuals who will provide services should be identified. Detail LEED accredited staff.
 - c) **Scope:** Provider shall provide strategies, methodologies, resources and operational plans for all services detailed within Article 6.
 - d) **Financial Qualifications:** Provide evidence that Provider has the financial ability to fulfill its obligations as outlined herein. In the case of a subsidiary, statements must be on the operating entity. No statement of the parent or holding company is acceptable.
 - e) **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.

ASM Global 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 ASM Global reserves the right to reject the Response altogether.

- f) **References:** Provide a minimum of three (3) references of similar projects stating name, title, company, address and telephone numbers for each individual within these companies who may be contacted.
- g) **Schedule of Fees:** Provider must submit a schedule of professional fees for services. Per hour fees of the following shall be included:
 - per hour for Principal Architect
 - per hour for Senior Project Manager
 - per hour Senior Architect
 - per hour for Architect
 - per hour for Senior Designer
 - per hour for Graphic Designer
 - per hour for Interior Designer

- per hour for Senior Engineer
- per hour for Lead Project Engineer
- per hour for Construction Project Manager
- per hour for Construction Manager

- h) **Sub-Contractors:** Provider shall identify any and all sub-contractors which the Provider anticipates having a significant role in the services.
- i) All Responses shall be typewritten without erasures or deletions.
- j) Responses 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. 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.
- k) Sustainability and efficient energy use is a concern of SMG. Describe your firm's commitment to these items and how they are incorporated into its services. Provide relevant examples.
- l) Provider shall include within their response a sample "Task Order" .

3.2 SUBMISSION OF RESPONSES

- 1.) Submit one (1) properly executed Response with any other documents required via email no later than the date listed herein to:

Mike Campo at mcampo@clevelandconventions.com

- 2.) **SEALED RESPONSES shall be submitted no later than 1:00 p.m., EST. on the above noted date. Responses received after that time and date will be returned unopened. 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 RFQ and complete understanding of the nature, extent and location of the Work to be performed.
- 4.) Oral or telephonic Responses are invalid and will not receive consideration.

3.3 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 Agreement.

3.4 NO CONTACT POLICY

- 1.) Prior to the Response Due Date and after receipt of responses by SMG, and until the award of this Agreement, no Provider or subcontractor to Provider shall contact or communicate, in any manner, with the following parties concerning matters directly related to this Agreement:
 - 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;
 - 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 Qualifications and the corresponding procedures and requirements must be addresses in writing, via email to the following:

Attention: Mike Campo (Assistant General Manager)
Email: mcampo@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.

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 RFQ, 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 an Agreement 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 RFQ. 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 may disqualify Provider 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 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 RFQ does not commit SMG to the awarding of an Agreement.
- 3.) SMG will not be liable for any costs incurred in the preparation and/or presentation of the Responses.

ARTICLE 5 **TERMS OF AGREEMENT BETWEEN SMG AND PROVIDER**

5.1 TERMS OF AGREEMENT

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:

- 1.) Term: The Agreement under which this service shall be for an initial term of three (3) years beginning on October 3rd, 2022 and continuing on through October 2nd, 2025. At the conclusion of the initial term SMG shall retain the option to renew the Agreement, subject to the mutual agreement of both parties, for additional one (1) year terms under the provisions agreed herein. Such notice of renewal or non-renewal must be received no less than ninety (90) days prior to the expiration of the initial term.
- 2.) Provider's Services to be procured on a "per task" basis.

- 3.) Provider will submit a workplan, professional fees and expenses for each task(the “Task Order”).
- 4.) Provider’s rendering of services pursuant to this RFQ will not be precluded from pursuing design work at the facilities not covered under this RFQ.
- 5.) Task Orders in excess of \$150,000 must receive CCCFDC Board approval prior to their commencement.
- 6.) Termination. SMG may cancel and terminate this agreement for any reason and at any time upon given the Provider (45) days notice and will only be responsible for payment for services performed up to the date of termination.
- 7.) 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 ASM Global. 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:
 - 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.
 - 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.
 - All such insurance coverage, 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.

- 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.
- 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 ASM Global or its employees, agents and contractors. The provisions contained in this Section 9 shall survive termination of this Agreement, as provided herein.

5.2 EVALUATION CRITERIA

- 1.) The successful Provider shall be determined by the following criteria:
 - a) General Qualifications: Provider's overall experience in providing services on a continuing basis, qualifications and experience of the assigned personnel for the planning task under the scope of services.
 - b) Financial Proposal: Provider's schedule of rates for professional services. Rates will be considered but will not be the sole determining selection factor.
 - c) Certified Diversity Business participation.
 - d) References
 - e) Oral Presentation/Interviews (Optional)
- 2.) SMG reserves the right to award or not award the Agreement 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.

5.3 OBJECTIVES

The following objectives summarize SMG’s intent in the provision of Architectural Services.

- 1.) **OPERATING PHILOSOPHY:** It is SMG’s intention that the Provider will maintain Architectural Services according to the highest industry standards and in the best interest of SMG and the Facility.
- 2.) **FINANCIAL RESPONSIBILITY:** Provider must operate in a manner consistent with public interest, while providing SMG with full accountability for, and accurate records of, all business transactions associated with events and activities at the Facility. Such accountability and records of all business transactions associated with the provision of Architectural Services must not only be sufficient and customary by industry standards, but must be of the highest level available at facilities and operations of this type.
- 3.) **ASM Global 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.**

ARTICLE 6 **SCOPE OF WORK**

6.1 SERVICES

- 1.) Provide non-exclusive Architectural services as requested by SMG on a “per task” basis including but not limited to schematic design, space planning, cost estimates, design development, preparation of construction documents, construction administrative services, construction observation and bid services.

READ ALL INSTRUCTIONS AND CONDITIONS BEFORE QUOTING.

COMPANY _____

COMPANY REP _____

PHONE _____

EMAIL _____

