



REQUEST FOR PROPOSALS

TEMPORARY EVENT UTILITY (ELECTRICAL AND PLUMBING) SERVICES

Request for Proposals



Project Title: **EXCLUSIVE PROVIDER OF TEMPORARY EVENT UTILITY (ELECTRICAL AND PLUMBING) SERVICES**

Proposal Due Date: Monday, December, December 19th, 2022 by 1pm.

Expected Time Period for Contract: Three (3) years initial contract with up to two (2) one (1) year options for renewal.

Proposal Eligibility: This Request for Proposal is open to those qualified contractors who satisfy the minimum qualifications stated herein and which are available for work in the State of Ohio.

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I. INTRODUCTION

A. Background

ASM Global, also known as SMG, as managing agent of the Huntington Convention Center of Cleveland (the Facility) on behalf of the Cuyahoga County Convention Facilities Development Corporation (CCCFDC) is initiating this Request for Proposals (RFP) to solicit proposals for contracted temporary utility services, including but not limited to labor and material for temporary installation, operation, and removal of electricity and air/water/drain services for exhibits, displays, meeting rooms, and registration areas as may be required for (Facility) clients and other related needs. Permanently installed utilities, restroom facilities, heating, ventilation and air conditioning, and sinks are NOT included, but in an emergency situation, the selected contractor may be called on to aid in-house staff.

ASM Global seeks to provide superior customer service to clients. The following request for proposals will be used to select an organization to partner with ASM Global to enhance service offerings.

B. Scope of Work

The services required of the Proposer will include but not be limited to the following:

1. Provide all event electrical and air/water/drain services, as described herein, on an exclusive basis.
2. Hire and manage staff and labor to meet the performance requirements contained in this RFP.
3. Staff a service desk for all events, as required by SMG or its licensees.
4. Acquire, set up and maintain an on-site inventory of first-class quality equipment sufficient to provide complete electrical and air/water/drain services for any and all events that may be contracted by ASM Global. All electrical equipment (components/devices) will be UL listed and meet all city and state electrical codes and requirements. All air/water/drain equipment and materials will meet all city and state codes and requirements.



5. Provide administration support for certain exclusive exhibitor services provided by ASM Global as requested and approved in advance by ASM Global.
6. Maintain an off-site inventory of first class quality equipment to supplement the on-site inventory for use when additional equipment is required
7. Actively market electrical services offered at the Facility to potential clients.
8. Proposer will provide complimentary Services for the Facility food and beverage services provider for any portable concession stand or other temporary equipment required by the food and beverage services provider in connection with any Event. Any Customer that requires food and beverage services equipment in its exhibit space will be responsible for ordering, and paying to Proposer the cost of, any related services, unless negotiated otherwise.
9. ASM Global shall grant to the Proposer the exclusive right and privilege to furnish temporary event electrical and air/water/drain services. This service shall include installation, operation, and dismantling of electrical and air/water/drain services for exhibits, and all other client related electrical and air/water/drain needs at the Facility.
10. Proposer shall provide event electrical and air/water/drain services to all licensees utilizing the rates as listed in Section VIII, Appendices C and D.
11. Proposer shall staff a "service desk" which must be open for business during shows, major conventions, exhibition and major meetings or when deemed necessary by ASM Global's General Manager or his/her designee. Open hours will regularly include evenings, weekends, and holidays. Service desk which is to be staffed according to meet the needs of events at the Facility. Proposer shall locate a service desk during the event period at times and in a location that is mutually agreed to by the Proposer and ASM Global. Proposer agrees the service desk will be staffed at all times by trained personnel capable of processing exhibitor orders and providing accurate information regarding services.



12. Proposer shall inspect all exhibitor electrical and plumbing installations during all event periods to ensure there are no unsafe or hazardous conditions present. Proposer shall take all reasonable steps to correct any unsafe or hazardous conditions as quickly as possible.
13. Proposer shall keep its equipment in good operating condition and maintain its' equipment according to the manufactures guidelines at a minimum and shall comply to any reasonable requests for maintenance by ASM Global.
14. Proposer shall provide, at a minimum, annual inspection and testing of its equipment by trained qualified personnel as well as upgrade of its equipment when necessary.
15. At the conclusion of each event period, Proposer shall promptly remove and store all temporary electrical, air/water/drain and miscellaneous equipment from the exhibit space, as specified by ASM Global.
16. Proposer must accept a wide range of payment options to include cash, business check and major credit cards and further agrees to fully cooperate and utilize ASM Global's event management software currently Ungerboeck as requested by ASM Global for the providing of Proposer's services.
17. From time to time ASM Global sponsors events within the Facility for which ASM Global becomes the client. Rights granted to Proposer shall not be inferred, implied or construed to prevent or prohibit ASM Global from providing services to ASM GLOBAL sponsored events or Proposer may be requested to provide service for these events at actual cost.
18. Proposer must provide a standard uniform to all employees working in the Facility to be approved by ASM GLOBAL. Uniform will specifically exclude blue jeans or t-shirts. Uniform must include name badge and clearly illustrate the type of services provided.
19. Changes in the rate charged by Proposer for services will be reviewed no less than annually with ASM GLOBAL. Any changes must be approved by both Proposer and ASM GLOBAL.
20. At all times during the Term of the Agreement Proposer shall



comply with all applicable labor laws and collective bargaining agreements. Proposer agrees to be responsible for the negotiation, execution, and administration and to be bound by any collective bargaining agreement with a Labor Union having jurisdiction over any electrical, plumbing services or work related thereto at the Center. Proposer will maintain labor harmony with respect to its employees that provide services at the Facility.

21. Proposer must be an Electrical Contractor licensed to do business in the State Ohio and the City of Cleveland.
22. Proposer must provide qualified and licensed electricians and plumbers as well as any other craft workers as needed to provide event electrical, water and drain services professionally and successfully.
23. Proposer's employees shall, subject to ASM GLOBAL's approval, dress uniformly and shall be clean, courteous, and neat in appearance at all times. Also said employees, for identification, shall wear an appropriate badge and apparel.
24. All employees of the Proposer shall be properly trained, licensed and/or certified in order to ensure adequate knowledge and protection for clients of the Facility as well as ASM GLOBAL. Proposer shall adhere to the policies and procedures of the Facility without exception.
25. At all times during the period of the agreement, Proposer shall employ an active, qualified, competent, and experienced manager and support staff located on-site who will be available to adequately supervise the Proposer's operations in matters pertaining to day-to-day operations under the agreement. In addition, the Proposer shall staff its business office Monday through Friday, 7:00 am to 5:00 p.m. Proposer shall advise in writing as to the identity and 24-hour telephone number of its manager in charge. Proposer shall provide prior written notice of any changes to such information.
26. Proposer shall be responsible for all actions of its fulltime or temporary personnel, including sub-Proposers.
27. Proposer, its employees and agents shall at all times comply with all applicable laws, ordinances, and regulations, specifically



including, but not limited to, regulations promulgated by ASM GLOBAL.

28. Proposer must provide any and all necessary equipment and shall be responsible for all costs necessary to perform functions and activities set out in this RFP including aerial lifts and other support equipment.
29. All off-site electrical equipment will be compatible with on-site equipment that shall be state of the art, and recognized as trade show components and cabling. All electrical equipment (components/devices) will be UL listed and meet all city and state electrical codes and requirements. All air/water/drain equipment and material will meet all city and state codes and be compatible with building equipment.
30. All Equipment utilized for exhibitor electrical and plumbing services and connections must meet all city and state electrical requirements. All equipment utilized for exhibitor air/water/drain services and connections must meet all city and state requirements.
31. Proposer shall be responsible to provide and install as necessary all equipment necessary to allow compatibility between the permanent in-house equipment and any temporary contractor equipment connecting to it necessary to provide Proposer's services.
32. Proposer shall provide minimum labor for certain events deemed necessary to maintain minimum safety and customer service standards. ASM and Proposer shall work together in good faith to determine when "stand by" labor is necessary and if such labor shall be billable to users of the Facility.

C. Business Office

1. ASM GLOBAL shall provide office space, which it deems necessary, to Proposer. Said office shall be for Proposer's use solely in providing the electrical and air/water/drain services required in the agreement.
2. Proposer shall furnish, at its sole expense, all required furniture, furnishings, office equipment and supplies. According, it shall be the responsibility of the Proposer to maintain adequate amounts



of property insurance to cover any potential losses or damages to the furniture, fixtures and equipment it provides.

3. ASM GLOBAL will provide Proposer with high speed Internet access. Proposer will provide the appropriate equipment to make this access possible.

D. Operating System

1. The Proposer will have developed an automated service order system to track and bill clients for electrical services rendered. Proposer shall use ASM GLOBAL's event management system currently Ungerboeck if requested by ASM GLOBAL
2. The Proposer will offer a first-class on-line ordering system as requested by ASM Global to provide licensees and their exhibitor's electronic ordering capability. Proposer may be required to integrate fully into ASM's Customer Relationship Management system currently Ungerboeck.
3. The Proposer will provide key ASM GLOBAL staff with access to the service order system as requested by ASM GLOBAL.

II. FINANCIAL

Funding for inventories of event-related electrical and air/water/drain services, staffing, materials, equipment etc. and operations will be the sole responsibility of the Proposer. The agreement will be funded by revenues generated by Proposer in providing electrical activities and plumbing services at the Facility. ***(Note: Rates in effect on the first date of performance under the agreement generated between ASM GLOBAL and Proposer will not be subject to change for a minimum of twelve (12) months following such date.)***

Proposers are to submit to ASM GLOBAL a proposed percentage commission for the following:

- **Equipment/Service Revenue:** Commission to be based on Gross Receipts derived from its services including gross electrical and air/water/drain billing to include outlets, lighting, materials and excluding labor and taxes billed by the Proposer.
- **Labor:** Commission to be based on Gross Receipts for temporary event Labor derived from its services.
- **Capital:** Additionally, Proposer shall propose an annual capital contribution to ASM GLOBAL as a percentage of its gross receipts for



its services at the Center. This contribution is to be made per year for every year during the Term and any Renewal Term, if applicable and unless this Agreement is otherwise terminated, as provided herein. The annual Facility contribution shall be paid upon the commencement of each contract year, unless otherwise directed by ASM GLOBAL. ASM GLOBAL reserves the sole and exclusive right in its discretion to direct the use of capital funds.

Proposer will submit proposed rates for electrical and plumbing services on an annual basis, subject to the pre-approval of ASM GLOBAL, which such pre-approval shall not be unreasonably withheld. Proposer agrees that its pricing for its services shall remain at all times competitive with the market of the Facility.

Gross receipts for the month are to be reported by event on the 5th day of the following month. Payment to ASM GLOBAL is due on the 15th day of the following month.

III. INSTRUCTIONS TO PROPOSERS

A. Definitions for the purposes of this RFP.

Proposer - Person or company submitting a proposal in order to obtain an agreement with ASM GLOBAL.

B. The Proposer is specifically notified that failure to comply with any part of the Request for Proposal may result in rejection of the proposal as nonresponsive.

C. **Site tour will be available Monday, November 28th, 2022 immediately following the Pre-Bid Meeting which is to be held within the Mezzanine Boardroom of the Atrium within the Huntington Convention Center of Cleveland:**

Huntington Convention Center of Cleveland
1 St. Claire Ave. NE
Cleveland, OH 44114

D. Proposal shall be prepared in three (3) parts as follows:



1. **Technical Proposal.** The technical proposal must contain all work requirements necessary to accomplish the Scope of Work as defined in this RFP and Section IV. It will outline the proposed approach, methodology, and work plans necessary to accomplish the tasks and to produce the deliverables.
2. **Management Proposal.** The management proposal must contain information regarding the firm, staff qualifications, related experience, and references, as requested in Section V of this RFP.
3. **Financial Proposal.** A fee proposal setting forth condition under which proposer would pay ASM GLOBAL a percentage fee derived from gross electrical and air/water/drain revenue that includes all outlets, lighting, material, specialty equipment and labor supplied and billed by Proposer.

Additionally, Proposer shall propose an annual capital contribution to ASM GLOBAL as a percentage of its gross receipts for its services at the Center. This contribution is to be made per year for every year during the Term and any Renewal Term, if applicable and unless this Agreement is otherwise terminated, as provided herein. The annual capital contribution shall be paid upon the commencement of each contract year, unless otherwise directed by ASM GLOBAL. ASM GLOBAL reserves the sole and exclusive right in its discretion to direct the use of capital funds.

4.) **Certified Diversity Business Participation.** Proposer 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
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Expenditure Percentage Relative to Total Contract Fee	18%	7%	5%	30%
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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.

E. Submission of Proposals

Proposer must submit its response via email to mcampo@clevelandconventions.com no later than **Monday December 19th, 2022 @ 1pm.**

The proposal shall be addressed in the following manner:

Mike Campo @ mcampo@clevelandconventions.com
Subject: Temporary Event Utilities Response

ASM Global reserves the right to not consider late proposals or proposals not submitted in the format specified herein.

All proposals and any accompanying documentation become the property of ASM GLOBAL and will not be returned.



- F. The RFP Coordinator is the sole point of contact for this selection action. All communication between the Proposer and ASM GLOBAL upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name: Mike Campo (RFP Coordinator)
EMAIL: mcampo@clevelandconventions.com

G. Proposal Format

All proposals must be typed and not handwritten.

H. Proposal Presentation

Proposals must be signed and dated by the President or Chief Executive Officer of a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

I. Proposal Evaluation

Proposals will be reviewed and evaluated by an evaluation committee consisting of representatives from ASM GLOBAL and other sources, if considered appropriate by ASM GLOBAL. Written submittals and oral presentation, if necessary, will be utilized in selecting the winning proposal.

I. ASM GLOBAL reserves the right at its sole discretion to reject any and all proposals received without penalty. The final selection, if any, will be that proposal which, in the opinion of ASM GLOBAL after review of all submissions by the evaluation committee, best meets the requirements set forth in the RFP and is in the best interest of the Facility. The proposals will be evaluated strictly in accordance with the requirements set forth in this RFP.

J. RFP Revisions/Response Clarification

ASM GLOBAL reserves the right to revise the RFP at any time in its sole discretion. In the event it becomes necessary to revise any part of the RFP, addenda will be provided via placement on ASM's Facility web site www.clevelandconventions.com.

ASM Global reserves the right to conduct interviews with One or more Proposers to clarify certain items within their response and/or obtain additional information regarding the qualifications of the Proposer(s).

K. Proposal is complete and final

ASM GLOBAL reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms, which the Proposer can propose. The Proposer shall specifically stipulate that the proposal is predicated upon the acceptance of all the terms and conditions contained in the Request for Proposals.

Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiation may provide for the incorporation of the Proposer's proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to ASM GLOBAL.

The RFP does not, however, obligate ASM GLOBAL to contract for services specified herein.

L. Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about May 01, 2023 and the contract will be in force through April 30, 2026 with two single (1) year extensions for renewal.

M. Proposals Based on RFP Material

Proposals shall be based on the material contained in the RFP.

N. Notification

Proposers whose proposals have not been selected for further negotiation or award will be notified in writing at the address given in the proposal after the award is made.

O. Not Liable for costs

ASM GLOBAL will not be liable for any costs incurred by the Proposer associated with the preparation of a proposal submitted in response to this RFP.

P. Proposer Minimum Qualifications



1. The Proposer must have an Electrical Contractor license to do business in the State of Ohio.
2. Proposer must have significant experience in providing the services detailed within the scope of services herein within a venue similar to the Facility.
3. Insurance: The selected Proposer, at Proposer's sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain at least all of the insurance requirements below. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager for ASM GLOBAL as to form and content. These requirements are subject to amendment or waiver if so approved by the Risk Manager. The selected Proposer agrees to provide ASM GLOBAL with a copy of policies, certificates and/or endorsements if selected. The selected Proposer shall satisfy these requirements prior to award and approval of the agreement. Respondents are NOT required to submit evidence of insurance with the proposal but must submit evidence of insurability indicating that if awarded an agreement, the Proposer will provide evidence of insurance in the amounts specified below:

Minimum Limits of Insurance

- i. Commercial General Liability Coverage including contractual liability and public liability coverage with a limit for each occurrence of not less than **\$2,000,000** per occurrence and \$2,000,000 annual policy aggregate.
- ii. Business automobile liability coverage insuring against liability arising from the maintenance, use, loading and unloading of all owned, non-owned, hired, leased, rented trucks, automobiles and other vehicles arising from bodily injury, death or property damage, with a combined single limit for each occurrence of not less than \$1,000,000.
- iii. Worker's Compensation insurance affording statutory coverage and statutory limits required under Ohio Law and Employer's Liability Insurance. The policy must evidence a minimum of \$1,000,000/\$1,000,000/\$1,000,000 in Employer Liability Limits for Each Accident / Disease – Policy Limit / Disease – Each Employee, respectively.

- iv. Professional Liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, to be carried by any firm or consultant performing consulting, testing, and/or environmental remediation services or procedures on the Complies with a contract amount exceeding \$100,000
- v. Excess or umbrella liability of \$2,000,000

Additional Insured

SMG, ASM Global Parent, Inc., Cuyahoga County Convention Facilities Development Corporation and the County of Cuyahoga, Ohio, and their respective beneficiaries and their respective officials, officers, directors, beneficiaries, members, trustees, shareholders, partners, agents and employees (collectively, “the Protected Parties”) shall be listed as additionally insured under Proposer’s insurance.

The Proposer as an entity must have a minimum of 5 years experience providing exclusive electrical and plumbing services in facilities as large as or larger than the Facility.

Proposers who do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

Q. Schedule of Activities

Issue Request for Proposals	Monday, November 14 th , 2022
Pre-Bid Meeting 10:30am	Monday, November 28 th , 2022 @
Due Date for Proposals	Monday, December 19 th @ 1pm.
*Interview Proposers	Week of Dec. 28 th , 2022 or Jan. 2, 2023(Time TBD)
*Announce Successful Bidder	Week of Jan. 2 or Jan. 9 th 2023.
Begin Contract Work	May 1 st , 2023

*This is a targeted date under optimal circumstances and is tentative based on actual selection factors.

IV. TECHNICAL SPECIFICATIONS

Proposal must contain a comprehensive work plan, complete with time schedule to accomplish the scope of work defined in this RFP. The plan must be in sufficient detail to convey to members of the evaluation team the Proposer's knowledge of the subjects and skills necessary to the project. The work plan should describe the process and schedule for accomplishing the requirements of the Scope of Work outlined earlier in this RFP.

REPORTING REQUIREMENTS

The Proposer shall be responsible for submitting the following information to the account department.

- A monthly gross revenue report including year to date revenue shall be submitted to the accounting department no later than the 5th business day for the previous month's events.
- ASM GLOBAL shall reserve the right to request additional reports related to various aspects of the project.
- The monthly revenue check is to be received by the accounting department not later than 4:00 p.m. on the 20th of each month.
- The Proposer shall provide key ASM GLOBAL accounting staff with real-time electronic access to all accounting information as it relates to providing temporary utility services at the Facility.

CREATIVITY

In addition to the bid requirements detailed herein, Proposer may present any alternative creative approaches regarding its services and associated financial proposals.

V. MANAGEMENT SPECIFICATION

Provide all information requested below in response to the management requirement of this RFP.

A. Identifying Information

1. Name, address, principal place of business, and telephone number of legal entity with who contract is to be written.

2. Name, address, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Proposer and year entity was established.
4. Federal employee ID number.
5. Name of the Project Manager.

B. Contract Management

1. Provide a description of the proposed staffing/organization plan to be used during the course of the contract, including any sub contractors Proposers. Explain the Proposer's proposed methodology for conduct of the project.
2. Identify responsibilities and qualifications of staff that will be assigned to the potential contract and the amount of time each will be assigned to the project. Provide resumes for the named staff. The Proposer must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of ASM GLOBAL.
3. An organizational chart of your firm is required indicating a line of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management.
4. Each Proposer shall disclose who within the firm will have prime responsibility and have final authority for the work.

C. Experience of the Proposer

1. Indicate the experience the Proposer has had in the following areas:
 - Installation of temporary event electrical and plumbing services within Public Assembly venues including Convention Centers
 - Marketing electrical & plumbing services
 - Customer Service

2. List contracts the Proposer may have had during the last five years that relate to the Proposer's ability to perform the services called for under this RFP. List contract reference numbers, contract period of performance, contact persons and telephone numbers.
3. List any memberships in professional organizations or other professional involvement relating to delivery or marketing of electrical services, which would distinguish your company as a professional in the industry.
4. Proposer must supply names, addresses and telephone numbers of three client references and briefly describe the type of service provided in the contracts. The Proposer must grant permission to ASM GLOBAL to contact all reference provided.
5. Indicate if the Proposer has had a contract terminated for default in the last five years. Termination for default is define as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

NOTE: If the Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address, and phone number, ASM GLOBAL will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of its past experience.

D. Sub-Proposers Information Requirement

Bidder shall submit the information required in paragraphs A, B, C and E of Section V for each proposed sub-Proposer.

VI. FINANCIAL SPECIFICATIONS

Proposers are to submit to ASM GLOBAL a financial plan setting out recommended rates for services and expected revenues and fees to ASM GLOBAL through the initial 3 year term of the contract between ASM GLOBAL and the Proposer awarded the contract. Proposer can include



any additional information or incentives, which will aid in the RFP evaluation process.

VII. MISCELLANEOUS PROVISIONS

Authority to Bind

The ASM GLOBAL General Manager at the Facility is the only individual who may legally commit ASM GLOBAL to the Agreement.

Anti-Kickback.

Proposer shall not offer to any Person, or accept from any Person, any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided (or offered to be provided), directly or indirectly, to any Person for the purpose of improperly obtaining or rewarding favorable treatment in connection with any contract or agreement entered into in connection with the development, construction, furnishing or equipping of the Facility.

Certification and Assurances

The "Certification and Assurances" form, Appendix "B" must be signed by the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship, and returned with the proposal.

Contract Provisions

These Miscellaneous Provisions and the General Terms and Conditions, Appendix "A", shall be included in any contract awarded as a result of the RFP in one form or another and their inclusion is not negotiable.

Proof of Insurance

Each Proposer must supply with their response proof of insurance from the Proposer's insurance carrier, outlining the extent of Proposer's liability coverage, including professional liability coverage.

Proprietary Information/Public Disclosure

The Parties acknowledge and agree that all records and reports that ASM GLOBAL and Proposer provide to the County pursuant to the contract or that the County obtains from ASM GLOBAL or Proposer



pursuant to this Agreement shall be considered public records unless exempted from disclosure pursuant to Ohio's public record laws (including O.R.C. 149.43, O.R.C. 1333.61(D) and applicable common law), and that the County shall have the right to copy and, subject to the Auditable Records Retention Section, disclose the same.

Materials submitted in response to this competitive procurement shall become the property of ASM GLOBAL.

Notwithstanding the foregoing, all proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the authorized signatory of ASM GLOBAL and the apparent successful Proposer; thereafter the proposals shall be deemed public records as defined in Ohio law.

In the event a Proposer desires to claim that portions of its proposal are exempt from disclosure under the provisions of Ohio law, it is incumbent upon the Proposer to identify those portions in the Proposer's proposal transmittal letter. The transmittal letter must identify the page and the particular exception(s) from disclosure upon which it is making its claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.

ASM GLOBAL will consider a Proposer's request (s) for exemption from disclosure; however, ASM GLOBAL will make a decision predicated upon applicable laws. An assertion by a Proposer that an entire volume of its proposal is exempt from disclosure will not be honored.

Publicity.

Proposer shall not issue a press release, advertisement, publicity material, or similar matter concerning the Project without the prior consent of SMG, which consent will not be unreasonably withheld or delayed. Participation in media (whether print or broadcast) interviews is strictly forbidden unless SMG's prior written consent is obtained in each instance.

VIII. Diversity Business Participation

Certified Diversity Business Participation. Proposer 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:

- 4.) Provider’s status as a Certified Diversity Business.
- 5.) Subcontracting part of the work to one (1) or more Certified Diversity Businesses.
- 6.) 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.

IX. APPENDICES

- Appendix A- General Terms and Conditions
- Appendix B- Certification and Assurances
- Appendix C- Proposed Electrical Pricing (Order Form)
- Appendix D- Proposed Plumbing Pricing (Order Form)

APPENDIX A - GENERAL TERMS & CONDITIONS

DEFINITIONS -- As used throughout this RFP the following terms shall have the meaning set forth below:

- A. The "Facility" shall mean the Huntington Convention Center of Cleveland and Global Center for Health Innovation.
- B. "ASM GLOBAL" shall mean the managing agent of the Facility on behalf of the Cuyahoga County Convention Facilities Development Corporation "CCCFDC".
- C. "PROPOSER" shall mean that firm, provider, organization, individual or other entity performing services under this contract, and shall include all employees of the Proposer.

NONDISCRIMINATION -- 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.

TREATMENT OF ASSETS

- A. Any property of ASM GLOBAL furnished to the PROPOSER shall, unless otherwise provided herein or approved by ASM GLOBAL shall only be used for the performance of this agreement and no other.
- B. The PROPOSER shall be responsible for any loss or damage to property of the Facility which results from the negligence of the PROPOSER or which results from the failure on the part of the PROPOSER to maintain and administer that property in accordance with sound management practices.
- C. Upon loss or destruction of, or damage to, any Facility property, the PROPOSER shall notify ASM GLOBAL thereof and shall take all reasonable steps to protect that property from further damage.
- D. The PROPOSER shall surrender to ASM GLOBAL all property of the Facility prior to settlement upon completion, termination or cancellation of any contractual relationship.
- E. All reference to the PROPOSER under this paragraphs shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

ASSIGNMENT -- Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the PROPOSER without ASM GLOBAL's prior written consent. ASM GLOBAL may assign any or all of its rights or obligations under the same to any Affiliate of Operator, including another managing agent of the CCCFDC, or the County without the necessity of obtaining Proposer's consent.

RECORDS, DOCUMENTS, AND REPORTS -- The PROPOSER shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by ASM GLOBAL or officials so authorized by the law, rule, regulation, or contract. The PROPOSER will retain all books, records, documents, and other materials relevant to the contract six years after settlement, and make them available at the Facility for inspection by persons authorized under this provision.

RIGHT OF INSPECTION -- The PROPOSER shall provide right of access to its facilities to ASM GLOBAL or any of its officers at all reasonable times, in order to monitor and evaluate performance compliance, and/or quality assurance under this contract.

LICENSING, ACCREDITATION AND REGISTRATION -- The PROPOSER shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

INDEMNIFICATION -- The CONTRACTOR shall defend, protect and hold harmless SMG, ASM GLOBAL PARENT, INC., Cuyahoga County Facilities Development Corporation, County of Cuyahoga, OH, CUYAHOGA COUNTY, OH or any employees, agents, or contractors thereof, from and against all claims, suits or actions arising from the CONTRACTOR'S acts which are libelous or slanderous, which result in injury or death to person(s) or property, violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or trade name through use or reproduction of material of any kind.

LIMITATION OF AUTHORITY -- Only ASM GLOBAL or ASM GLOBAL's designee shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of the contract is not effective or binding unless made in writing and signed by ASM GLOBAL.



WAIVER OF DEFAULT – Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the agent and attached to the original contract.

TERMINATION FOR DEFAULT -- By written notice ASM GLOBAL may terminate any contract, in whole or in part, for failure of the PROPOSER to perform any of the provisions hereof.

GOVERNING LAW -- The laws of the state of Ohio shall govern this contract. In the event of a lawsuit involving this contract, venue shall be proper only in Cuyahoga County. The Proposer by execution of the contract acknowledges the jurisdiction of the courts of the state of Ohio in this matter.

SEVERABILITY -- If any provision of the contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the contract which can be given effect without the invalid provision, and to this end the provisions of the contract are declared to be severable.

APPENDIX B – CERTIFICATION AND ASSURANCES

I/we make the following certifications and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal or bid is a firm offer for a period of 60 days following receipt, and it may be accepted by ASM GLOBAL without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-days period.
3. In preparing this proposal or bid, I/we have not been assisted by any current or former employee of ASM GLOBAL whose duties relate (or did relate) to this proposal, bid, or prospective contract, and who was assisting in order than his or her official, public capacity. Neither does such a person nor any



member of his or her immediate family have any financial interest in the outcome of this proposal bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

4. I/we understand that ASM GLOBAL will not reimburse me/us for any costs incurred in the preparation of this proposal or bid. All proposals or bids become the property of ASM GLOBAL and I/we claim no proprietary right to the ideas, writings, items or samples.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other Proposer or to a competitor.
6. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature

Date

Title

APPENDIX C – Proposed Electrical Services Pricing

APPENDIX D – Proposed Plumbing Services Pricing