REQUEST FOR PROPOSALS

FOR

Digital Displays for Elevator Areas and Command Center
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# Announcement

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2
Request for Proposals (RFP)

Notice is hereby given that ASM Global, managing agent of the Cuyahoga County Convention Facilities Development Corporation for the Huntington Convention Center of Cleveland. (the “Facility”), is seeking bids from qualified respondents (Providers) for the procurement, installation, integration of Digital Displays for our security command center and elevator bank areas.

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

Attn: Mike Campo
Email: mcampo@clevelandconventions.com

A Pre-Bid Conference will be held Monday, October 30, 2023 @ 10am at the Huntington Convention Center of Cleveland within the Mezzanine Boardroom.

Responses must be received by Monday, November 20, 2023 by 1pm via email to mcampo@clevelandconventions.com. ASM Global reserves the right to reject responses if not submitted by the time, date and at the place designated in the RFP. All responses may be rejected if deemed in ASM Global’s best interest.

ARTICLE 1
INTRODUCTION

1.1  PROJECT DESCRIPTION/LOCATION.

FACILITY DESCRIPTION: Opened in 2013 the Huntington Convention Center of Cleveland is located at 1 St. Clair Avenue NE, Cleveland, OH 44114. The one million square foot
facility 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 currently under construction including the conversion of the building formerly known as the Global Center of Health Innovation into convention space.

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

**ARTICLE 2**

**CRITICAL DATES**

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

- **Notification**        Monday, 10/23/2023
- **Pre-Bid Conference** Monday, 10/30/2023 @10am
- **Response Due Date**   Monday, 11/20/2023 by 1pm
- **Interviews**          TBD
- **Selection**           Monday, 12/04/2023
- **Projected Contract Commencement** Monday, 1/2/2024
- **Project Completion Date** Monday, 6/3/24

*This is a targeted date under optimal circumstances and is tentatively based on actual selection factors. ASM GLOBAL reserves the right to either conduct or not to conduct interviews. ASM GLOBAL 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 Facility 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. Provide further detail regarding whether Provider has performed services like those described in Attachment A.

b) Scope: 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.

c) Financial Qualifications: Provide evidence that Provider has the financial ability to fulfill its obligations as outlined within the Attachment A.

d) Certified Diversity Participation: ASM GLOBAL wishes to achieve certain participation goals related to participation in the County of Cuyahoga, OH’s Certified Diversity Business Program. If Provider is registered or will utilize sub-contractors that are registered as a Small Business Enterprise (SBE), Minority Business Enterprise (MBE) or Women Business Enterprise (WBE) certified by the County of Cuyahoga, OH in the performance of their obligation under the Agreement the Response should provide evidence as such and detail as to exactly what Provider’s commitment is.

e) References: Provide five (5) references stating name, title, company, address, and telephone numbers for everyone within these companies who may be contacted.

f) Fees: Provider must identify any applicable fees for their services within the enclosed Quotation Sheet within Attachment A and specifically Exhibits A, B, C and D.

g) Sub-Contractors: Provider shall identify all sub-contractors which the Provider anticipates having a significant role in the services.
h) Certifications and Licenses: Provider must provide all their licenses that are required by the State of Ohio, the County of Cuyahoga, OH and the City of Cleveland, OH.

2. All Responses must be submitted via email by the due date/time detailed herein to mcampo@clevelandconventions.com.

3. Each 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. 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. A response submitted by an agent shall have a current power of attorney attached certifying the agent’s authority to bind the Provider.

3.2 PROPOSED TERMS OF THE BID

1.) Providers 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”. ASM GLOBAL 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 proposal as per the items contained herein, Providers may put forth alternative proposals for ASM GLOBAL to consider. ASM GLOBAL recognizes Providers inherent ability and knowledge to do so and ASM GLOBAL reserves the sole right to consider such approaches and further reserves the right if necessary to obtain additional details from said Provider regarding said proposal.

3.) In the event Providers are not able to provide a certain portion of the services listed herein ASM GLOBAL reserves the right to award certain services to the Provider(s) that it feels is in the best interest of the Facility.

4.) ASM Global reserves the right to reduce and/or add the quantities of equipment specified in Exhibit A herein and Provider is required to hold their quoted per unit cost unless Provider details within their Response of their unwillingness to do so or provides a limit as to which ASM Global can either reduce or increase before pricing is affected.
3.3 **SUBMISSION OF RESPONSES**

1.) Submit properly executed Response with any other documents required via email to the below address. The email shall be identified with the Provider name and address, type of Response (i.e. HCCC Expansion IT Infrastructure) and the bid due date to the following address: mcampo@clevelandconventions.com.

2.) RESPONSES shall be submitted no later than 1p.m., EST. on the above noted date via email to mcampo@clevelandconventions.com. Responses received after that time and date will not be considered. The Provider shall assume full responsibility for timely delivery.

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 and/or telephonic Responses are invalid and will not receive consideration.

3.4 **CLARIFICATION**

Each Respondent shall carefully examine the site, all RFP documents, and related materials as well as any addendum and will thoroughly familiarize themselves with all requirements prior to submitting a bid. Should a Provider find discrepancies or ambiguities in, or omissions from the proposal 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 proposal due date, submit to ASM GLOBAL a written request for interpretation or correction thereof. The person submitting the request for clarification will be responsible for its prompt delivery to the Assistant General Manager at the address noted in Section 3.3. Email requests for clarification will be accepted at mcampo@clevelandconventions.com. Each Provider is responsible for confirming receipt of any emailed materials to ASM GLOBAL.

Any interpretation or correction of the RFP will be made only by written addenda to all Providers. No allowance will be made after bids are received for oversight, omission, error, or mistake by the Provider or ASM GLOBAL. 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 following the date designated for the opening of the Responses, and each Provider agrees to submit 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 if 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 the 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 ASM GLOBAL’s official files without any obligation on ASM GLOBAL’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 ASM GLOBAL 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 ASM GLOBAL for the 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 ASM GLOBAL, 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, ASM GLOBAL, the Cuyahoga County Convention Facilities Development Corporation, any employee or agent thereof, except in the manner described herein; except as noted below in 3.8 - 2

b) any elected official or employee of the State of Ohio or the County of Cuyahoga, OH.

2.) All comments and questions (requests for information) concerning this Request for bid and the corresponding procedures and requirements must be addresses in writing, via email to the following:

Huntington Convention Center of Cleveland

Mike Campo

Email: mcampo@clevelandconventions.com

ASM GLOBAL 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 ASM GLOBAL at least seven (7) days prior to the Response Due Date to receive consideration. ASM GLOBAL 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 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.) ASM GLOBAL 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 ASM GLOBAL to award a contract to the qualified 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. ASM GLOBAL 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 ASM GLOBAL or provide clarification regarding its Response. Failure to comply with such a request will 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 ASM GLOBAL 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 ASM GLOBAL to the awarding of a Contract.

3.) ASM GLOBAL will not be liable for any costs incurred in the preparation and/or presentation of the Responses.

ARTICLE 5

FORM OF AGREEMENT BETWEEN ASM GLOBAL AND PROVIDER

5.1 FORM OF AGREEMENT

1.) The successful Provider will be required to enter a written contract with ASM GLOBAL. 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: Provider and ASM GLOBAL shall enter into a service contract which shall not expire until the Services are complete to the reasonable satisfaction of ASM GLOBAL. Applicable warranties shall apply beyond the project completion date and shall be
spelled out in the contract. Despite anything contained herein to the contrary ASM GLOBAL may terminate this Agreement at any time and for any reason upon providing forty-five (45) days-notice to Provider.

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

a. Comprehensive General Liability Coverage in the amount of $1,000,000.00. This coverage must be written on an occurrence form, claims made policies will be unacceptable to ASM GLOBAL. 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 because 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.

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

c. 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.

d. 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 about the services, required under the Contract.
e. All such insurance coverage, except for Workers’ Compensation, shall name ASM GLOBAL, the County of Cuyahoga, OH, the Cuyahoga County Convention Facilities Development Corporation and their employees, agents, officers, and directors as additional insured thereunder.

f. 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 all loss or damage to any of its property. If any policy does not presently contain provisions which permit such a waiver, the contractor agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation.

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

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

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, ASM GLOBAL, 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.

6.) 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.

7.) Conflicts of Interest: The Provider must state in its proposal, 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 ASM GLOBAL.
8.) 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.

9.) 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.

10.) Warranty: At a minimum all materials and equipment shall be fully guaranteed against defects in parts workmanship and labor for a minimum of (2) two years. The provider shall list and supply additional manufacturer’s standard guarantees and all other equipment, fixtures, parts, and control.

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 and approach to the services as well as their commitment to sustainability.
   b) Financial Proposal: Includes the proposed pricing to perform the Services described within Attachment A.
   c) Certified Diversity Business participation (MBE, SBE, WBE).
   d) References.
   e) Oral Presentation/Interviews (optional)

2.) ASM GLOBAL reserves the right to award or not award the contract based on the initial response.

3.) (Optional) Oral Presentations/interviews will be held during the tentative dates shown within 2.1 Critical Dates. The 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

SCOPE OF WORK (THE SERVICES)

6.0 Provider’s services (the Services) shall include, but not be limited to the following:

1.) See Attachment “A”

ATTACHMENT A

HUNTINGTON CONVENTION CENTER OF CLEVELAND

SCOPE

I. GENERAL

1. Construction Schedule: Provider shall perform its Services pursuant in accordance with this RFP.

2. Provider shall hold all subcontracts and shall be fully responsible for the means and methods of construction, project safety, project completion, monitoring compliance with local residency, equal employment, and prevailing wage requirements as well as the submittal of construction meeting minutes and progress reports to ASM GLOBAL as requested.

3. Provider shall place adequate ASM GLOBAL approved protection to all surfaces impacted by this project including but not limited to ground plates.

4. Provider shall keep construction site safe, free of hazards, neat and tidy at all times and shall cover and/or shield the work site during non-working hours.
5. Work Plan Requirements: 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. Documents: Provider shall prepare and submit technical plans/work plan, reports, and red line drawings as requested by ASM GLOBAL. The reports shall conform to document formats previously approved by ASM GLOBAL. ASM GLOBAL shall supply Provider with any existing drawings/specifications related to the project as reasonably requested by Provider. Provider shall update these technical drawings as necessary to complete Work Plan and repair, renovation, upgrade, and maintenance activities. Red line drawings shall be submitted to ASM GLOBAL’s designated project manager.

7. Provider acknowledges that the Facility is currently under construction and agrees to coordinate its work plan and labor so that its services are performed efficiently, effectively and maintain labor harmony with current Design Builder, Turner Construction Company in the best interests of ASM Global and Owner.

8. For the sake of clarity Provider does not need to run any data or power to the location of the screens. Power and data is either pre-existing or will be done by the current General Contractor (Turner Construction) for the ongoing HCCC Expansion project.

II. LABOR

1. The provider agrees to obtain and maintain at its own expense all necessary labor, licenses, permits, tools, equipment, and supplies required.

2. Construction hours for the project shall be scheduled between the hours of 7am – 11:30pm Monday through Sunday. Flexibility will be needed to limit business interruptions to the Facility because of the events ASM GLOBAL does at the Facility.

3. The provider shall designate and as needed update a listing of its personnel to provide the services detailed herein and shall designate and maintain a primary point of contact for ASM GLOBAL related to the services. This primary contract shall be available always to handle and respond to any issues that arise with regards to the services.

4. The provider shall use only trained, licensed, competent, and efficient personnel in the performance of its obligations hereunder. Providers of labor must be uniformly dressed, have a neat and clean appearance, and shall always conduct themselves in a professional manner. Providers shall work within the confines of any existing collective bargaining agreements, Facility jurisdictions and always maintain labor harmony. Prevailing wage does apply to this project.

5. Provider’s personnel will sign-in and out at the area of the Facility commonly referred to as the Employee Entrance and agree to fully cooperate with ASM GLOBAL’s safety and security policies and procedures.
EXHIBIT A

The below schedule details Providers total proposed costs including any applicable taxes for the project per Attachment A. These prices are to include all costs to complete the Services as detailed herein. All fees shall be based on time and material and there shall be a total fee provided as a not to exceed amount.

Bid Form

To: ASM GLOBAL at the Huntington Convention Center of Cleveland located at 1 St. Clair Ave. NE Cleveland, OH 44114

For: Performing the Services necessary for Digital Display screens as defined within this RFP and Attachment A including but not limited to the Bill of Materials.

Date: ______ (Provider to enter date)

Submitted By: _____________________ (Provider’s Full Name)

_________________________________ (Provider’s Address)

Offer: Having examined the Services including but not limited to the Bill of Materials and all matters referred to in the RFP, we, the undersigned, hereby offer to enter into a contract to perform the work for a Total Sum including applicable taxes and shipping of:

i. *Equipment (Bill of Materials) for a sum of $_________________ Dollars

ii. *Labor for a sum of $_________________ Dollars

iii. Total Project for a sum of $ ___________ Dollars (Tax Included)

*In addition to the above Fee breakdown Provider shall supply an itemized description in line-item format for i and ii above within the below Quotation Sheets including labor (hourly rate, # of hours expected) and Equipment (item name, unit quantity and unit cost). ASM GLOBAL reserves the right to adjust the scope and reduce/add items as deemed in its best interests and within its budgetary restrictions.

This offer shall be open to acceptance and is irrevocable for ninety days from the bid’s closing date.
If this bid is accepted by the Owner, the Owner will issue an Agreement to Provider for review and signature. Commencement of work shall be within fourteen days upon the execution of the Agreement.

Bid Form Signatures

__________________________________     ________________   ______
(Print Name-Authorized Corporate Officer)     Title                          Date
__________________________________      ________________  ______
(Sign Name Authorized Corporate Officer)      Title                              Date
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<td>Elevator P1-2: 4th Floor</td>
<td>1x2h</td>
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20
• In addition to Providers detailing their proposal as per the items contained herein, Providers may put forth alternative proposals for ASM GLOBAL to consider. ASM GLOBAL recognizes Providers inherent ability and knowledge to do so and ASM GLOBAL reserves the sole right to consider such approaches and further reserves the right if necessary to obtain additional details from said Provider regarding said proposal. Providers shall detail any alternative approaches or proposals for ASM GLOBAL to consider below:
EXHIBIT C
WORK AND TECHNICAL PLANS

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

EXHIBIT D

- Command Center to get six (6) Samsung 55” VHB-E Series digital displays with (6) Chief LVS1U Wall Mounts. Power and data to be provided by Owner through Turner Construction as the General Contractor for the HCCC Expansion Project.
5 WEST ELEVATION - SECURITY 130

1/4" = 1.0"
Sign Areas 8, 10, 12 are on 2nd, 3rd and 4th floors.

Sign Areas 9, 11, 13 are on 2nd, 3rd and 4th floors.

Sign Area 5 Atrium Level

Sign Area 6 Atrium Level

Sign Area 7 L1 Level

Sign Area 3 C3

Sign Area 14 Hall A

Sign Area 7 L1 Level

Sign Area 4 C2

Sign Area 1 C4

Sign Area 2 C3
Orientation Examples

1x2h

1x3h

1x2v