HUNTINGTON CONVENTION CENTER of CLEVELAND



REQUEST FOR PROPOSALS

For

Audio Visual Equipment and Labor Services

HUNTINGTON CONVENTION CENTER OF CLEVELAND REQUEST FOR PROPOSALS

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ADVERTISEMENT

Request for Proposals (RFP)

Notice is hereby given that Legends Global (the "Legends", 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 provision of Audio-Visual services within the Facility including equipment rental and operation, production, rigging and recording services.

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

Huntington Convention Center of Cleveland 1 St. Clair Avenue NE Cleveland, OH 44114 Attn: Mark Jeckavitch

Email: mjeckavitch@clevelandconventions.com

A virtual pre-bid conference will be held on 12/15/2025 at 11:00am. Interested parties to reach out to Mark Jeckavitch for invitation.

Responses must be received by 01/12/2026 by 1pm local time via email to Mark Jeckavitch. Legends Global reserves the right to reject responses if not submitted by the time, date and at the place designated in the RFP. Any and all responses may be rejected if deemed in Legend Global's best interest.

ARTICLE 1 INTRODUCTION

1.1 PROJECT DESCRIPTION/LOCATION.

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

The Convention Center features 225,000 sq. ft. of contiguous exhibit space as well as 35 meeting rooms totaling over 90,000 sq. ft. of meeting space.

The Atrium, formerly known as the Global Center for Health Innovation has approx. 50,000 sq. ft of usable meeting space.

The Facility is managed by Legends 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 11/18/2025

Pre-Bid Conference 12/15/2025 @ 11:00am
Response Due Date 01/12/2026 @ 1pm
*Interviews week of January 19th

*Selection 01/30/2026 *Projected Contract Commencement 05/10/2026

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

^{*}This is a targeted date under optimal circumstances and is tentative based on actual selection factors. Legends Global reserves the right to either conduct or not to conduct interviews. Legends Global further reserves the right to hold them on site at the Facility or via other means.

the roles, qualifications, responsibilities and experience on similar contracts of the personnel to be assigned to this contract. Provider shall provide detailed submissions 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. Provider shall detail its transition plan if awarded this opportunity.

- b) **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.
- c) Certified Diversity Business: Provider shall detail within its Response its commitment on a percentage basis of the total contract fee as well as provide its plan for meeting or exceeding the established participation goals as detailed below, including the policies and procedures to be used.

Legends 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	18%	7%	5%	30%
Relative to Total Contract				
Fee				

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 Legends Global reserves the right to reject the Response altogether.

- d) **References:** Provide a minimum of three (3) references stating name, title, company, address and telephone numbers for each individual within these companies who may be contacted.
- e) **Financial Package:** Provider must identify any applicable fees for their services within the enclosed Quotation Sheet within Attachment A.
- f) **Sub-Contractors:** Provider shall identify any and all sub-contractors which the Provider anticipates having a significant role in the services.
- g) All Responses shall be typewritten without erasures or deletions.
- h) Each copy of the Response shall include the legal name of the Provider and a statement identifying the Provider as a sole proprietor, partnership, corporation or other legal entity as appropriate. Each copy shall be signed by the person or persons legally authorized to bind the Provider to a contact. A Response by a corporation shall further give the state or incorporation and whether the Provider is qualified to do business in the State of Ohio.

3.2 PROPOSED TERMS OF THE BID

- 1.) Provider must identify any applicable fees for their services within the enclosed Quotation Sheet within Attachment A and specifically Exhibits A, B, C, and D. If there are portions of the Work the Provider cannot price, provide fee schedules with an "estimated cost of service". Legends 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 Legends Global to consider. Legends Global recognizes Providers inherent ability and knowledge to do so and Legends Global reserves the sole right to consider such approaches and further reserves the right if necessary to obtain additional details from said Provider regarding their proposal.
- **3.)** In the event Providers are not able to provide a certain portion of the services listed herein Legends Global reserves the right to award certain services to the Provider(s) that it feels is in the best interest of the Facility.

3.3 SUBMISSION OF RESPONSES

- **1.)** Submit executed Responses via email to <u>mjeckavitch@clevelandconventions.com</u> with any other documents required.
- 2.) RESPONSES shall be submitted no later than 1:00 p.m., EST. on the noted date listed within Article 2 Critical Dates. Responses received after that time and date will be returned. The Provider shall assume full responsibility for timely delivery at the location designated for the receipt of Responses.
- **3.)** Submission of a Response signifies careful examination of the RFP and complete understanding of the nature, extent and location of the Work to be performed.
- **4.)** Oral, telephonic or faxed Responses are invalid and will not receive consideration.

3.4 CLARIFICATION

- 1.) Each Respondent shall carefully examine the site, all RFP documents and related materials as well as any addendum and will thoroughly familiarize themselves with all requirements prior to submitting a bid. Should a Provider find discrepancies or ambiguities in, or omissions from the 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 Legends Global a written request for interpretation or correction thereof. The person submitting the request for clarification will be responsible for its prompt delivery via email to the Director of Operations at mjeckavitch@clevelandconventions.com. Each Provider is responsible for confirming receipt of any facsimile or emailed materials to Legends Global.
 - 2.) Any interpretation or correction of the RFP will be made only by written addenda to all Provider. No allowance will be made after bids are received for oversight, omission, error, or mistake by the Provider or Legends 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 period following the date designated for the opening of the Responses unless requested and approved in advance by Legends Global, and Provider so agrees in submitting a Response.
- 2.) Prior to the time and date designated for receipt of Responses, a Response submitted might be modified or withdrawn by notice to the party receiving Responses at the place designated for receipt of Responses. Such notice shall be in writing over the signature of the Provider. Change shall be so worded as not to reveal the amount of the original Response.

3.) Withdrawn Response may be resubmitted up to the date and time designated for the receipt of Responses provided that they are then fully in conformance with these Instructions to Providers.

3.6 **DUE DILIGENCE**

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

3.7 CONDITIONS AND LIMITATIONS

- 1.) The bids and any information made a part of the bids will become part of Legends Global's official files without any obligation on Legends 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 Legends 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 Legends Global for purpose of influencing consideration of a bid.

3.8 NO CONTACT POLICY

- 1.) Prior to the Response Due Date and after receipt of bids by Legends 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, Legends 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 addressed in writing, via email to the following:

NAME: Mark Jeckavitch TITLE: Director of Operations Email: mjeckavitch@clevelandconventions.com

Legends 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 Legends Global at least seven (7) days prior to the Response Due Date in order to receive consideration. Legends 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 contract. Each Provider is responsible for notifying its prospective subcontractors of these instructions.

ARTICLE 4 CONSIDERATION OF RESPONSES

4.1 OPENING OF RESPONSES

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

4.2 REJECTION OF RESPONSES.

1.) Legends 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 Legends Global to award a contract to the qualified and responsive Provider submitting the response which is in the best interest of the Facility, provided the Response has been submitted in accordance with the requirements of the RFP. Legends 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 Legends Global or provide clarification regarding its response. Failure to comply with such a request will disqualify Provider from consideration. Legends Global further reserves the right to establish a "short list" of bidders upon its initial review of the bids and shall engage these bidders to further determine which bidder is in the best interest of the Facility in accordance with the requirements of the RFP.

4.4 TIME OF AWARD

- 1.) Responses will be irrevocable for 60 days from the date of opening. It is the intent of Legends 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 Legends Global to the awarding of a Contract.
- **3.)** Legends Global will not be liable for any costs incurred in the preparation and/or presentation of the Responses.

ARTICLE 5 FORM OF AGREEMENT BETWEEN LEGENDS GLOBAL AND PROVIDER

5.1 FORM OF AGREEMENT

- 1.) The successful Provider may be required to enter into a written contract with Legends 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.) 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 Legends 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 Legends Global. It is anticipated that such coverage shall include the following:
- 4.) Comprehensive General Liability Coverage in the amount of \$2,000,000.00 per occurrence and \$3,000,000 annual policy aggregate. This coverage must be written on an occurrence form, claims made policies will be unacceptable to Legends Global. This Comprehensive General Liability insurance shall cover the Contractor, Legends Global, 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.

- **5.)** Workers' Compensation Coverage shall comply with all State and Federal requirements for all employees of Provider and will be in statutory required limits.
- **6.)** Excess Liability Coverage, in the amount of \$,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.
- 7.) Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00, shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles, which may be used by Provider in connection with the services, required under the Contract.
- **8.)** All such insurance coverage, with the exception of Workers' Compensation, shall name Legends Global, 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.
- **9.)** Provider shall waive any and every claim against Legends Global, 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.
- 10.) Indemnification: Provider shall indemnify defend and hold harmless Legends Global, 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 Legends Global or its employees, agents and contractors. The provisions contained in this Section 9 shall survive termination of this Agreement, as provided herein.
- 11.) All licenses and/or permits will be provided by the Provider at its sole cost.

 Provider shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations and shall indemnify, save and hold harmless, Legends Global, ASM Global Parent, Inc. 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.

- 12.) Legends 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.
- 13.) 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 Legends Global.
- **14.)** 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.
- 15.) 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.
- 16.) The initial term of the agreement shall be for (3) three years, commencing May 11th, 2026 and continuing on through May 10th, 2029, unless sooner terminated as per detailed herein. Thereafter, Legends shall have the opportunity to renew this agreement for (2) two successive (1) one year periods (each a Renewal Term") provided Legends delivers written notice to PROVIDER to renew the agreement at least (60) sixty days prior to the expiration of the then current term.
- 17.) Legends may give Provider written notice to terminate the agreement only if each of the following conditions is satisfied:
 - (i) Legends is dissatisfied, based on reasonable cause, with the quality of service provided by Provider which results in a breach or default of a material provision contained in this Agreement;
 - (ii) Legends gives Provider written notice specifying with particularity the nature of its dissatisfaction or the material provision that has been breached by Provider; and
 - (iii) Provider fails to cure the deficiencies giving rise to the dissatisfaction or material breach within sixty (60) days after Provider receives Legend's written notice.

5.2 EVALUATION CRITERIA

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

- a) General Qualifications: Includes but not limited to Providers overall experience, resources, financial capabilities, qualifications and levels of service and responsiveness to be provided. Also, includes Providers detailed work and technical plans, approach to the services, conformity of Response to terms of RFP, as well as their commitment to sustainability.
- b) Financial Proposal.
- c) References
- d) Certified Diversity Business (SBE/WBE/MBE) participation.
- 2.) Legends Global reserves the right to award or not award the contract on the basis of the initial response and/or information provided during subsequent interviews and/or bid clarification discussions.

5.3 OBJECTIVES

- **1.)** The following objectives summarize Legends Global's intent in the provision of Audio Visual Services.
- **2.)** OPERATING PHILOSOPHY: It is Legends Global's intention that the Provider will maintain Audio-Visual Services according to the highest industry standards and in the best interest of Legends and the Facility.
- **3.)** FINANCIAL RESPONSIBILITY: Provider must operate in a manner consistent with public interest, while providing Legends Global 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 Audio-Visual 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.
- **4.)** TENANT RELATIONS: All tenants and users of the Facility shall be provided the highest level of services and cooperation reasonably expected in order to promote the business goals of such tenants and thus encourages the continued use and occupancy of the Facility.

ARTICLE 6

SCOPE OF WORK

6.1 SERVICE AND EQUIPMENT

- 1.) Provider will be responsible for the provision of Audio-Visual equipment and services including the load/unload, set-up/teardown and operation of Audio-Visual equipment of the Facility consistent with Section 6.8 detailed herein. This shall include, but not be limited to the provision of portable sound reinforcement systems, projection systems, screens, recording equipment, theatrical equipment, virtual/hybrid meeting solutions and lighting, rigging, chain motors and hoists, microphones and all other equipment to support event activities typical within a convention center.
- 2.) Provider shall detail their capabilities and dedicated equipment/systems to facilitate the future needs of the event industry post pandemic. Provider shall further describe their vision of where they feel the industry is headed and how they will assist in positioning the Facility as a leader in the future of event hosting technologies.
- **3.)** Provider will be responsible for the provision of all necessary audio-visual order forms and will set up, process and maintain a web based online service order system and other necessary technologies at its sole cost.

6.2 EQUIPMENT ON SITE

- 1.) Provider shall supply and maintain at the Facility a dedicated onsite inventory of equipment that is sufficient for Provider to perform the Audio-Visual services described herein. In addition to the customary equipment expected to perform the services herein, Provider shall also ensure it has onsite multiple 20k projectors, 12 plus LED RGBW moving spot and wash lights, pro-level lighting console set up capable of moving light programming and adequate LED panels to build minimum of (2) high performance, commercial grade, high resolution 16' x 9' portable/modular large LED video walls.
- 2.) Provider shall detail within its response to this RFP and specifically as detailed within Exhibit C the minimum dedicated on-site equipment it proposes to supply and maintain throughout the Term of the Agreement including a line item detail of each piece of equipment and the associated value of each item. Selected Provider shall also provide a quarterly inventory report to Legends Global for review and audit. Shortfalls from contracted levels are to be remedied at Provider's expense.
- **3.)** All proposed equipment for use in the Facility is to have been purchased recently and maintained throughout the term in like-new condition and kept for the exclusive use at the Facility.
- **4.)** Provider will be solely responsible for all costs associated with the repair and maintenance of its equipment.
- **5.)** Provider shall provide Legends Global with equipment and services without charge upon written request by Legends Global with the exception being that such a request is for a non-

revenue generating event and the equipment requested is part of Provider's readily available onsite inventory.

6.3 EQUIPMENT OFF SITE

- 1.) Provider shall obtain all necessary equipment to be stored at an accessible, proximate mutually agreed upon off-site location in order to maintain sufficient inventory to handle the needs of all users of the Facility. Said equipment shall be of high quality and like-new condition consistent with the dedicated equipment stored on-site. The level of inventory shall be subject to Legends Global reasonable approval, and may be modified as dictated by the event schedule.
- 2.) Provider must detail within its response to this proposal its plan and strategy for the storage of off-site equipment including the location and detail of all equipment to be stored and readily available for the customers of the Facility to utilize.

6.4 USE OF EQUIPMENT

- 1.) All on-site equipment inventories shall be available to Legends Global at no charge for its exclusive use in the Facility, subject to its availability due to simultaneous events held within the Facility. The complimentary use of Provider's equipment by Legends Global shall not extend beyond hosted or sponsored events that do not generate a net profit and/or are intended to train employees and/or market, promote or advertise the Facility.
- **2.)** Legends Global may also determine that in the best interest of the Facility, specific on-site equipment such as microphones will be provided to Legends Global or its Licensees at no cost.

6.5 MANAGEMENT

1.) Provider shall maintain at the Facility daily staffing, at levels acceptable to Legends Global, sufficient to facilitate the planning, sales and execution of Audio-Visual services.

Minimum onsite full time (minimum 40 hour work week) staff to include (1) one dedicated, qualified, competent and experienced manager who is available to supervise Provider's day-to-day operations of the Audio-Visual Services and a minimum of (2) one dedicated sales managers/coordinators to handle sales related responsibilities and (1) one dedicated operations manager to handle operations related responsibilities shall be located onsite within the Facility to perform Providers' obligations described herein. In addition to the on-site minimum staffing, Provider shall designate and make readily available a senior manager to provide direct over site to the on-site staff and communicate regularly with Legends Global Senior Management.

1.) Provider must detail its proposed full time management staffing plan within its response to this RFP including its proposed senior manager who will serve as the main contact.

6.6 RIGGING

- 1.) All rigging services will be an exclusive function of our in-house Audio-Visual provider as selected from this RFP. All users of the Facility will have to place their orders for rigging services directly through our in-house Audio-Visual provider.
- 2.) Rigging services shall mean the provision of lifting services from the Facility approved rigging locations including but not limited to the use of lifting attachments, ropes, chains, aerial lifts, ground supported hand cranks/towers or any mechanical devices including all necessary labor and equipment to perform the work. The hanging of banners, signs and decorations from approved locations within the Exhibit Halls/Ballrooms for items weighing less than 100 lbs. is not considered "rigging" but is considered and exclusive function of the Provider granted herein unless approved and/or directed otherwise by Legends Global.
- **3.)** Provider shall ensure that all employees performing rigging services have been fully trained, authorized and certified to provide such services within the Facility.
- **4.)** Provider shall ensure that all equipment used to perform rigging services has been certified and tested and fully capable of maintaining safe operations. Provider is further obligated to verify and ensure via an inspection on an annual basis that all rigging points utilized in the performance of its obligations described herein can safely handle the weight load application and shall provide a report to Legends Global its findings. All rigging equipment, including, but not limited to motors, hardware, truss, or other structures must meet OSHA/ANSI specifications for overhead use. Nuts, bolts, wire rope clips, eyebolts, and other hardware must be forged, and/or rated for overhead use.
- **5.)** Provider shall detail its plan/process for the review and approval of rigging needs by clients of the Facility and it's approach to ensuring that such needs are being done in compliance with any applicable local, state and federal codes, laws, rules and those required under OSHA and ANSI, State of Ohio and the Facility.

6.7 LABOR

- 1.) Provider shall ensure that its employees and any subcontracted employees are uniformly dressed and have a neat and clean appearance. All employees must display proper identification prominently while working at the Facility.
- 2.) Provider shall ensure that its employees are qualified, licensed and properly trained in the handling and use of all equipment within the Facility including but not limited to the use of aerial lifts and scaffolding.
- **3.)** Provider shall detail within its response to this RFP its plan for acquiring labor to perform all of the services proposed herein including its plan for acquiring licensed and qualified labor to perform the exclusive rigging services described within section 6.6 of this RFP.
- **3.)** Provider shall furnish labor that can work in harmony with all other elements of labor employed or to be employed at the Facility.

4.) Provider shall comply with all applicable labor laws and collective bargaining agreements in its performance of the Audio-Visual services described herein.

6.8 EXCLUSIVITY/PREFERRED STATUS

1.) Provider shall be the preferred provider of Audio-Visual Services within the Facility and understands this right is not exclusive, and further understands that while Legends Global shall endeavor to encourage the use of Provider's services, Legends Global shall not be responsible for ensuring such use. Provider shall be the exclusive provider of rigging services defined herein as well as the exclusive provider of all labor necessary to load/unload and set up/tear down Audio Visual equipment within the Facility and users of the Facility will have to place their labor orders directly through Provider.

In addition, these privileges do not prohibit any of the following:

- a) Licensees, exhibitors, DJ's and presenters may load/unload, set up/dismantle, deliver, plug in, interconnect and operate their own Audio-Visual devices and other equipment using their own full-time personnel as per the work rules of the Facility.
- b) Loading/unloading, set up/dismantle, interconnect and operating specialty theatrical equipment and musical instruments provided by Licensees, performers and/or their contractors as per the work rules of the Facility.
- c) Exhibitors or their contractors may setup, dismantle, interconnect and operate Audio-Visual equipment which is integrated into their booth/display.
- **2.)** Provider shall be listed as the preferred in-house Audio-Visual provider of the Facility in all correspondence, publications and listings produced by Legends for the Facility. In addition.

Provider will be given the following to enhance the marketability of its services:

- a) Use of designated office space within the Facility for purposes of the provision of its services for clients of the Facility.
- b) Inclusion in pre-planning meetings, sales meetings, operations meetings and site visits.
- c) Access to client contact information and other related information within the Facility sales booking software system.

d) Access to available times and days for advance work necessary for set up and dismantling of events within the Facility.

6.9 RATES

1.) Provider shall present to Legends Global on an annual basis or as otherwise requested a competitive analysis detailing how their pricing and cost structure compares to competitors within the Facility market. Legends Global maintains the right to review rates and to require changes to them as necessary to remain competitive in its market. Provider will have the right to request changes to the rates, subject to Legends Global's approval, and adjustments will be made based on the proper level of competitive pricing for the market.

6.10 USE OF FACILITY

- **1.)** The Provider's employees must check-in and exit the Facility at the designated security door only.
- **2.)** Legends Global will provide an office and limited storage space for the purpose of conducting business within the Facility.
- **3.)** The Provider's truck and other vehicles must have the company name or logo permanently attached and must be parked in authorized areas or spaces only.
- **4.)** The Provider shall take all precautions necessary and shall bear the sole responsibility for the safety of the Work, and the safety and adequacy of the methods and means it employs in performing Work. Provider, while at the Facility must also observe any safety requirements imposed by Legends Global.
- **5.)** Telephone, internet and normal customary utilities will be provided within Provider's designated office space at no charge to Provider.
- **6.)** Provider shall be afforded access to the Facility at all reasonable times for the administration of the terms of the contract. Parking will not be provided to the vendor and its personnel.

ATTACHMENT A

Huntington Convention Center of Cleveland

FINANCIAL PACKAGE QUOTATION SHEET

MUST INCLUDE ALL CHARGES TO BE ASSESSED

PROJECT: AUDIO VISUAL SERVICES

LOCATION: Huntington Convention Center of Cleveland

PROVIDER:

DATE DUE: Response due Monday, January 12, 2026 by 1:00 P.M.

INSTRUCTIONS AND CONDITIONS: Provider's must detail the financial package they are proposing within Exhibits A, B and C below. Provider's may put forth alternative solutions and approaches to the services and compensation they are offering for Legends Global to consider.

EXHIBIT A

COMMISSIONS

Provider proposes to offer the below percentages of gross receipts as payment to Legends Global in return for the privilege of operating the Audio-Visual services at the Facility. Gross receipts are defined as the aggregate amount of gross billings for the provision of Audio-Visual services by Provider (or any agent, employee or sub-contractor less applicable sales taxes.

"Service Charges" or "Event Technology Support Fees" are defined as charges that Provider may apply to customer orders related to the cost of labor and minor equipment maintenance incurred by Provider in connection with customer orders. These charges will be specifically designated "Service Charge" or "Event Technology Support Fees" on customer invoices. These charges may not exceed 20% and includes the costs of one (1) technician for simple set up and breakdown of Audio-Visual equipment.

"Additional Labor Charges" includes the charges billed out for additional labor required by customers for the load/unload, set-up/strike and operation of Audio-Visual equipment.

Year	Proposed commission %	Proposed commission % of	Proposed commission %
	of Equipment Rental	Service Charges (Gross	of Additional Labor
	(Gross Receipts)	Receipts)	(Gross Receipts)
One			
Two			
Three			
*Four			
*Five			

EXHIBIT B

CAPITAL CONTRIBUTION

Provider proposes to make an annual capital investment in the Facility, said investment to become the property of Legends Global, as agent for the Facility and is to be above and beyond the anticipated investment of on-site equipment by Provider.

Year	Proposed Capital	Proposed
	Contribution	Due Date
One		
Two		
Three		
*Four		
*Five		

^{*}Years 4 and 5 subject to execution of available renewal terms as outlined herein.

EXHIBIT C

ONSITE EQUIPMENT

Provider proposes, at its sole cost, to supply and maintain an equipment inventory on site that is sufficient for Provider to perform the services described herein as proposed below. In addition, Provider is to identify its ability and resources to bring in additional equipment related to its obligations described herein.

Equipment	# of Units	Value	Notes

EXHIBIT D

RATE SHEET

Proposer proposes to establish the below rate sheet for the Audio-Visual services it intends to provide at the Facility. All billable items are to be included within the proposed rate sheet including proposed service charges, additional labor charges and equipment rental charges including sub-rentals.

EXHIBIT E

SAMPLE INVOICE

Proposer also proposes to utilize the following invoice sample template for all of its invoices related to the services provided.

THE PRICES/FEES/COMMISSIONS INDICATED ABOVE SHALL BE THE ACTUAL PRICE TO THE HCCC/GCHI AND SHALL REMAIN CONSTANT AND SHALL NOT BE AFFECTED BY OUTSIDE INFLUENCES. BY SUBMITTING A RESPONSE VENDOR AGREES TO THIS.
READ ALL INSTRUCTIONS AND CONDITIONS BEFORE BIDDING.
COMPANY
COMPANY REP
PHONE
EMAIL