



**REQUEST FOR  
PROPOSALS**

**FOR**

**Bird Safe Retrofit Film for Mirrored  
Ventilation Towers**

HUNTINGTON CONVENTION CENTER OF CLEVELAND

**REQUEST FOR  
PROPOSALS**

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## **ANNOUNCEMENT**

### **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 ("Vendors") to produce and install a film deterrent for bird collisions on the mirrored ventilation towers ("Vents") in Malls B & C of Downtown Cleveland.

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: Chris Panichi

Email: [chris.panichi@aboutpmc.com](mailto:chris.panichi@aboutpmc.com)

Attn: Mark Jeckavitch

Email: [mjeckavitch@clevelandconventions.com](mailto:mjeckavitch@clevelandconventions.com)

A Pre-Bid Conference will be held Thursday September 19th @ 1pm at the Huntington Convention Center of Cleveland within the Mezzanine Boardroom.

Responses must be received by **Tuesday, October 15, 2024 by 5pm** via email to [chris.panichi@aboutpmc.com](mailto:chris.panichi@aboutpmc.com) and [mjeckavitch@clevelandconventions.com](mailto:mjeckavitch@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 LOCATION DESCRIPTION

The project is located on Malls B & C at the core of Downtown Cleveland. These public parks, as well as a historic landmarks, host to countless community events and visitors year-round. A portion of the Mall is owned and operated by the Huntington Convention Center of Cleveland (HCCC).

Cuyahoga County Convention Facilities Development Corporation (CCCFDC) is the operator of the HCCC, with ASM Global serving as the day-to-day managing agent of the CCCFDC.

#### 1.2 PROJECT DESCRIPTION

In 2023, on behalf of the CCCFDC, ASM Global engaged Bird Control Advisory (BCA) to prepare a report on bird safe strategies for buildings as part of new construction or as retrofit. Utilizing the findings of Ohio Lights Out identifying bird strikes associated with the HCCC facility, and following a site visit performed in February of 2024, the report declared specific structures within the Mall that must be retrofitted to meet the American Bird Conservancy (ABC) standards for “bird safe,” which is defined as having a Material Threat Factor (MTF) of less than 30.

Of the recorded bird collisions (112 deaths observed over 4.5 years), 62% occurred at the mirrored ventilation towers along the perimeter of Malls B & C, which serve as both functional ventilation as well as a sculptural installation. The HCCC is seeking a solution to mitigate bird collisions on the Towers while still maintaining their function and aesthetic.

The primary retrofit application solution would be to make the mirrored glass more visible to birds using a patterned film similar or equal to the **Bird Divert product by Designer Films** that birds can see, conforming to the American Bird Conservancy (ABC) 2”x4” rule of spacing, which birds perceive as too small of a space to fly through.

The HCCC is seeking a Vendor to produce and install a bird safe film wrap for the thirty **(30)** Towers in Malls B & C. All faces of these towers will receive a film application as described above.

**ARTICLE 2**  
**CRITICAL DATES**

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

Notification	Tuesday, 09/10/2024 @ 12pm
Pre-Bid Conference	Thursday, 09/19/2024 @ 1pm
Response Due Date	Tuesday 10/15/2024 @ 5 pm
*Selection	Tuesday, 10/29/2024 @ 5 pm
*Projected Contract Commencement	Target, 11/05/2024
**Project Completion Date	Monday, 3/31/2025

\*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.

\*\*Project must be completed by this date unless approved otherwise in advance by ASM GLOBAL.

## ARTICLE 3

### PROCEDURES/CONTENT

#### 3.1 CONTENT 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 Vendor has performed services like those described in Attachment A.
- b) Scope: Vendor 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 Vendor 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 Vendor 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 Vendor'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: Vendor must identify any applicable fees for their services within the enclosed Quotation Sheet within Attachment A and specifically Exhibits A, B, C D and E.

- g) Sub-Contractors: Vendor shall identify all sub-contractors which the Vendor anticipates having a significant role in the services.
  - h) Certifications and Licenses: Vendor 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 this RFP.
- 3.) Each Response shall include the legal name of the Vendor and a statement identifying the Vendor 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 Vendor 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 Vendor.

### **3.2 PROPOSED TERMS OF THE BID**

- 1.) Vendors 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 Vendor 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 Vendors detailing their proposal as per the items contained herein, Vendors may put forth alternative proposals for ASM GLOBAL to consider. ASM GLOBAL recognizes Vendors 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 Vendor regarding said proposal.
- 3.) In the event Vendors are not able to provide a certain portion of the services listed herein ASM GLOBAL reserves the right to award certain services to the Vendor(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 Vendor is required to hold their quoted per unit cost unless Vendor 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 Vendor name and address, type of Response (i.e. HCCC Bird Safe Film) and the bid due date to the following address: [mjeckavitch@clevelandconventions.com](mailto:mjeckavitch@clevelandconventions.com) and [chris.panichi@aboutpmc.com](mailto:chris.panichi@aboutpmc.com)
- 2.) RESPONSES shall be submitted no later than time and date mentioned above via email to [mjeckavitch@clevelandconventions.com](mailto:mjeckavitch@clevelandconventions.com) and [chris.panichi@aboutpmc.com](mailto:chris.panichi@aboutpmc.com). Responses received after that time and date will not be considered. The Vendor 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 Vendor find discrepancies or ambiguities in, or omissions from the proposal documents, or should the Vendor be in doubt as to their meaning, Vendor 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](mailto:mcampo@clevelandconventions.com). Each Vendor 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 Vendors. No allowance will be made after bids are received for oversight, omission, error, or mistake by the Vendor 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 Vendor during the time following the date designated for the opening of the Responses, and each Vendor 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 Vendor. 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 Vendors.

### **3.6 DUE DILIGENCE**

Prior to submitting a bid, each Vendor 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 Vendor 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 Vendor(s).
- 2.) This RFP and the selected Vendor(s) bid may, by reference, become part of any formal Contract between ASM GLOBAL and Vendor resulting from this solicitation.
- 3.) Vendor(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 Vendor, subcontractor to Vendor 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

Mark Jeckavitch and Chris Panichi

Email: [mjeckavitch@clevelandconventions.com](mailto:mjeckavitch@clevelandconventions.com) and [chris.panichi@aboutpmc.com](mailto:chris.panichi@aboutpmc.com).

ASM GLOBAL will respond to all comments and questions to all Vendors 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 Vendor 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 Vendor 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

ASM GLOBAL I 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 Vendor 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, Vendor(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 Vendor from consideration.

#### 4.3 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 Vendor 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 VENDOR

#### 5.1 FORM OF AGREEMENT

- 1.) The successful Vendor 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 Vendor, along with any addendum or amendments thereof, shall be incorporated into the Agreement.
  
- 3.) Term: Vendor 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 Vendor.
  
- 4.) The successful Vendor 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 Vendor or the Vendor'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 Vendor 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 Vendor 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 Vendor 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) Vendor 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 Vendor 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 Vendor 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 Vendor. Vendor 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 Vendor, or its agents, employees, suppliers, or subcontractors.
- 6.) ASM GLOBAL requires that Vendor 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 Vendor 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 Vendor to report all potential conflicts of interest to ASM GLOBAL.
- 8.) Prevailing Law: The Vendor 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 Vendor shall list and supply additional manufacturer's standard guarantees and all other equipment, fixtures, parts, and control.

## **5.2 EVALUATION CRITERIA**

- 1.) The successful Vendor shall be determined by the following criteria:
  - a) General Qualifications: Includes but not limited to Vendors overall experience, resources, financial capabilities, qualifications and levels of service and responsiveness to be provided. Also, includes Vendors 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 may be required.
- 2.) ASM GLOBAL reserves the right to award or not award the contract based on the initial response.

## **ARTICLE 6**

### **SCOPE OF WORK**

#### **6.0 CONSULTATION**

- 1.) The Facility has engaged a Facility's Representative to assist Facility in decision making. When the Facility is required to act, any such action will be undertaken by the Facility's authorized representative with advice from the Facility's Representative. The Facility's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Vendor.
- 2.) The Vendor and Facility's Representative shall meet to discuss such matters as procedures, progress, coordination, and scheduling of the film design development and installation. The Vendor shall provide recommendations as needed.

#### **6.1 CONCEPT DEVELOPMENT**

The Vendor shall design, draft, install a mockup on the face of the ventilation tower for the proposed film designs based on the given criteria as outlined in this document and discussed during consultation.

#### **6.2 PRELIMINARY COST**

Based on the preliminary design and other criteria, the Vendor shall prepare an Estimate of Probable Cost (Exhibit A). If the Vendor or Facility's Representative suggests alternative materials and systems, the Vendor shall provide cost evaluations of those alternative materials and systems.

### **6.3 FINAL SELECTION**

Facility shall approve proposal, concept, and cost estimate. Following this approval, the Vendor shall prepare and submit to the Facility a production and installation schedule for the Work.

### **6.4 PROPOSAL AND CONTRACT**

The form of agreement shall be a ASM GLOBAL standard agreement for services.

### **6.5 INSTALLATION**

- 1.) The Vendor shall update the Facility's Representative in writing on the progress of the Project monthly indicating the percentages of completion and other information required by the Facility. The Vendor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Vendor shall identify variances between actual and estimated costs and report the variances to the Facility's Representative and shall provide this information in its monthly reports to the Facility's Representative.
- 2.) The Vendor shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.
- 3.) The Vendor shall clean the existing glass and prep surface in accordance to manufacturers installation requirements and guidelines.

### **6.6 THE SERVICES**

- 1.) Provider's services (the Services) shall include, but not be limited to the following:
  - a) See Attachment "A"



## ATTACHMENT A

### HUNTINGTON CONVENTION CENTER OF CLEVELAND

#### SCOPE

##### **I. GENERAL**

1. Construction Schedule: Vendor shall perform its Services pursuant in accordance with this RFP.
2. Vendor 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. Vendor shall place adequate ASM GLOBAL approved protection to all surfaces impacted by this project including but not limited to ground plates.
4. Vendor 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: Vendor 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: Vendor 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 Vendor with any existing drawings/specifications related to the project as reasonably requested by Vendor. Vendor shall update these technical drawings as necessary to complete Work. Plan and repair, renovation, upgrade, and maintenance activities. Redline drawings shall be submitted to ASM GLOBAL's designated project manager.

## II. LABOR

1. The Vendor 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.
3. The Vendor 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 contact shall be available always to handle and respond to any issues that arise with regards to the services.
4. The Vendor shall use only trained, licensed, competent, and efficient personnel in the performance of its obligations hereunder. Vendors of labor must be uniformly dressed, have a neat and clean appearance, and shall always conduct themselves in a professional manner. Vendors 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. Vendor's personnel will agree to fully cooperate with ASM GLOBAL's safety and security policies and procedures.

**EXHIBIT A**

**The below schedule details Vendors 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 Bird safe film as defined within this RFP and Attachment A including but not limited to the Bill of Materials.

Date: \_\_\_\_\_ (Vendor to enter date)

Submitted By: \_\_\_\_\_ (Vendor's Full Name)

\_\_\_\_\_ (Vendor'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) for 30 towers.

\*In addition to the above Fee breakdown Vendor 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 Vendor for review and signature. Commencement of work shall be within fourteen days upon the execution of the Agreement.

Bid Form Signatures

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(Print Name-Authorized Corporate Officer)	Title	Date
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(Sign Name Authorized Corporate Officer)	Title	Date
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## **EXHIBIT B**

### **ALTERNATE SOLUTIONS PROPOSED**

In addition to Vendors detailing their proposal as per the items contained herein, Vendors may put forth alternative proposals for ASM GLOBAL to consider including but not limited to new type of film and application methods. ASM GLOBAL recognizes Vendors 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 Vendor regarding said proposal. Vendors shall detail any alternative approaches or proposals for ASM GLOBAL to consider below.

## **EXHIBIT C**

### **WORK AND TECHNICAL PLANS**

The selected Vendor 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

## SITE STACK FILM GRAPHIC LOCATION PLAN



**EXHIBIT E**

**CMMCC MECHANICAL STACKS SHOP DRAWINGS**

**(See separate document attached to this RFP)**