HUNTINGTON CONVENTION CENTER of CLEVELAND



REQUEST FOR PROPOSALS

For

Preferred General Services Contractor

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 for a preferred general services contractor partner (the "PROVIDER").

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 voluntary, virtual pre-bid conference will be held on 11/21/2025 at 11:00am. Interested parties to reach out to Mark Jeckavitch for invitation.

Responses must be received by 12/12/2025 by 1pm local time via email to Mark Jeckavitch. LEGENDS 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, formerly 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 11/13/2025
Pre-Bid Conference 11/21/2025 @ 11:00am
Response Due Date 12/12/2025 @ 1pm
*Interviews week of December 15th

*Selection 12/31/2025 *Projected Contract Commencement 01/16/2026

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 reserves the right to either conduct or not to conduct interviews. LEGENDS further reserves the right to hold them on site at the Facilities 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.

- 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 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 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 and B. If there are portions of the Work the PROVIDER cannot price, provide fee schedules with an "estimated cost of service". LEGENDS reserves the right to reject any Response that is incomplete or is not submitted on the forms provided.
- 2.) In addition to PROVIDER'S detailing their proposal as per the items contained herein, PROVIDER may put forth alternative proposals for LEGENDS to consider. LEGENDS recognizes PROVIDER'S inherent ability and knowledge to do so and LEGENDS 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 PROVIDER is not able to provide a certain portion of the services listed herein LEGENDS 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 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.
 - 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. 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, 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's official files without any obligation on LEGENDS'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 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 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, 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 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 at least seven (7) days prior to the Response Due Date in order to receive consideration. LEGENDS 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. 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 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 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 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 or provide clarification regarding its response. Failure to comply with such a request will disqualify PROVIDER from consideration. LEGENDS 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 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 to the awarding of a Contract.
- **3.)** LEGENDS will not be liable for any costs incurred in the preparation and/or presentation of the Responses.

ARTICLE 5 FORM OF AGREEMENT BETWEEN LEGENDS AND PROVIDER

5.1 FORM OF AGREEMENT

- 1.) The successful PROVIDER may be required to enter into a written contract with LEGENDS. 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 \$5,000,000 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 \$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.
- 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 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.
- **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.

5.2 EVALUATION CRITERIA

- 1.) The successful PROVIDER shall be determined by the following criteria:
 - a) General Qualifications: Includes but not limited to PROVIDER'S 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 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.

ARTICLE 6

SCOPE OF WORK (the "Services")

6.1 LEGENDS OBLIGATIONS

- 1.) Market and promote PROVIDER as the Preferred General Service Contractor of the Huntington Convention Center of Cleveland. Such marketing and promotion shall include but not necessarily limited to its' web site, Event Planning Guide as well as other marketing/sales collateral as appropriate.
- 2.) Market and promote PROVIDER as the Exclusive Service Provider of the installation of temporary event related non-digital graphics via wall, railings, and floor decals/clings/stickers/banners located within the pre-function, common areas and exterior areas of the FACILITY. For the sake of clarity, these exclusive rights granted shall not apply to the FACILITY'S Exhibit Floor, digital display screens and/or licensed meeting space(s). Furthermore, the exclusive rights granted herein are subject to any rights which may or may not have been granted within current and future valid license agreements issued to licensees of LEGENDS at the FACILITY.
- 3.) Invite PROVIDER to internal sales and operations meetings to include but not limited to site visits, pre-planning visits, pre/post con meetings and weekly events and operations meetings.
- 4.) Furnish PROVIDER with access to LEGENDS definite and tentative bookings at the FACILTY.
- 5.) Provide complimentary rental of office space for PROVIDER to work out of onsite. PROVIDER shall be responsible for any fees associated with phone/data charges.
- 6.) Provide use of a loading dock, on a non-exclusive, as-available basis, for staging of equipment and/or trailer storage.
- 7.) Provide when available, and mutually agreed upon with LEGENDS, complimentary move in and move out days.
- 8.) Provide onsite equipment storage space for PROVIDER to be able to store Pipe and Drape and other equipment for its use within the FACILITY.
- 9.) Provide access to the FACILITY to conduct any training of PROVIDER'S employees.
- 10.) Access to the use of LEGENDS aerial lifts and motorized material handling equipment as requested and contingent upon availability. Reasonable fees may apply for the use of this equipment as well as requisite permits/certifications and liability insurances must be in place.

6.2 PROVIDER OBLIGATIONS

- 1.) Upon request, PROVIDER shall provide customary general service contractor services, materials and equipment in a competent and professional manner, to customers of LEGENDS at the FACILITY.
- 2.) PROVIDER shall provide the installation of temporary event related non-digital graphics via wall, railings, and floor decals/clings/stickers located within the pre-function, common areas and exterior areas of the FACILITY in a competent and professional manner, to customers of LEGENDS at the FACILITY.
- **3.)** Provide complimentary services for all in-house or non-revenue generating meetings, site tours, pre and post-convention meetings as reasonably determined by LEGENDS.
- **4.)** Establish and charge reasonable competitive fees for its services in line with the market and peer competitors of the FACILITY. Work together in good faith with LEGENDS to provide discounting when appropriate for certain municipal and non-profit event bookings.
- **5.)** PROVIDER shall cooperate with LEGENDS as reasonably requested to market the FACILITY as a location for conventions, trade shows and similar events, and as part of those efforts, shall (a) be and remain an active member in good standing of Destination Cleveland and participate in such Destination Cleveland events and activities as LEGENDS may request; and (b) attend LEGENDS sales meetings and, site visits, participate in tradeshows, and related travel and pre- and post-conference meetings, strategy sessions, and, as requested by LEGENDS, other sales events and activities.
- **6.)** Consultation, design, and production of management projects such as directional signage, registration counters, and entrance units as requested by clients of LEGENDS at the FACILITY.
- 7.) PROVIDER shall provide the following full-time personnel at a minimum assigned to the FACILITY, all of whom must be reasonably acceptable to LEGENDS.
 - a. A full-time Director of Sales & Marketing
- **8.)** PROVIDER shall accept advance shipments of exhibit materials arriving at the FACILITY intended for other general service contractors but only as requested by LEGENDS and PROVIDER shall retain the right to charge customary fees for these services.
- **9.)** Labor Unions. PROVIDER agrees to maintain labor harmony at all times and to be responsible for the negotiation, execution, and administration and to be bound by any collective bargaining agreement with a Labor Union(s) having jurisdiction over any audiovisual services or work related thereto at the FACILIY.

6.3 TERM

1.) The initial term of the agreement will be (3) three years, beginning on the date of the signed fully executed agreement between PROVIDER and LEGENDS. 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 this Agreement at least sixty (60) days prior to the expiration of the Term or any Renewal Term.

6.4 LABOR

- 1.) PROVIDER shall ensure that its employees and any sub-contracted employees are uniformly dressed, badged 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.
- **4.)** PROVIDER shall furnish labor that can work in harmony with all other elements of labor employed or to be employed at the Facility.
- **5.)** PROVIDER shall comply with all applicable labor laws and collective bargaining agreements in its performance of the Services described herein.

6.6 USE OF FACILITY

- 1.) The PROVIDER'S employees must check-in and exit the Facility at the designated security door only and may be subject to security screening.
- 2.) 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.

ATTACHMENT A

Huntington Convention Center of Cleveland

FINANCIAL PACKAGE QUOTATION SHEET

MUST INCLUDE ALL FEES PROPOSED

PROJECT: General Services Contractor – Preferred

LOCATION: Huntington Convention Center of Cleveland

PROVIDER:

DATE DUE: Response due 12/12/2025

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

EXHIBIT A

In exchange for the rights granted herein to PROVIDER, PROVIDER agrees to provide the following compensation to LEGENDS in the form of a Flat Fee. Furthermore, PROVIDER agrees to provide LEGENDS with a percentage of its gross sales related to graphics/sign installation as detailed herein.

Year	Flat Fee	Commission % of gross sales generated from exclusive sign install
		services.
One		
Two		
Three		
*Four		
*Five		

^{*}Year's four and five subject to renewal term extension exercised by LEGENDS.

EXHIBIT B ALTERNATE SOLUTIONS PROPOSED

• In addition to Providers detailing their proposal as per the items contained herein, Providers may put forth alternative proposals for LEGENDS to consider. LEGENDS recognizes Providers inherent ability and knowledge to do so and LEGENDS 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 LEGENDS to consider below: