



REQUEST FOR PROPOSAL

RFP 08-23A AUDIO VISUAL EQUIPMENT AND LABOR SERVICES

**Date of Issue: August 16, 2023
Proposals Due: September 29, 2023**

ANNOUNCEMENT

Request for Proposals (RFP)

Notice is hereby given that ASM Global, managing agent of The Oncenter (the Facilities), is seeking bids from qualified respondents (Providers) for the provision of Audio-Visual services within the Facilities 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, via facsimile, mail, or email to the following:

The Oncenter / ASM
Attention: Darci Sorbello, Committee Chair
800 South State Street
Syracuse, NY 13202-3017
Phone: 315.435.8000 Fax: 315.435.8099
Email: RFP@asmsyracuse.com

An in person and virtual Pre-Bid Walk Thru will be held on Tuesday, September 5, 2023 at 10am. Interested parties should reach out to rfp@asmsyracuse.com for invitation.

ARTICLE 1 INTRODUCTION

1.1 PROJECT DESCRIPTION/LOCATION.

The Oncenter is located in downtown Syracuse, NY with a mailing address of 800 South State Street, Syracuse, NY 13202. The Oncenter's strikingly beautiful and extremely spacious Nicholas J. Pirro Convention Center offers 99,000 square feet of everything needed to host an event—whether it's open spaces for large trade shows or events, or smaller breakout meeting rooms - we have it all. The venue is complemented by the adjacent Upstate Medical Arena at The Oncenter War Memorial and The Oncenter's John H. Mulroy Civic Center Theaters, allowing clients to easily build the event space they need for their next Conference or Convention in Syracuse.

**ARTICLE 2
CRITICAL DATES**

2.1	The following are the critical dates and times:
Notification	Wednesday, August 16, 2023
Mandatory Pre-Bid Walk Thru	Tuesday, September 5, 2023 at 10am EST
RFP Questions Due	Friday, September 8, 2023
Answers to RFP Questions Posted	Friday, September 15, 2023
Response Due Date	Friday, September 29, 2023 by 1pm EST
*Interviews	Tuesday, October 10 – Thursday, October 12, 2023
*Selection	Friday, October 27, 2023
*Projected Contract Commencement	Friday, December 1, 2023

*This is a targeted date under optimal circumstances and is tentative 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 Facilities or via other means.

**ARTICLE 3
PROCEDURES/CONTENT**

3.1 CONTENTS OF RESPONSES

Responses must include the following:

1. **Company History/Qualification:** Provider must submit evidence that they are currently, or have in the past, conducted Audio-Visual services contracting for events at comparable facilities including date(s), location(s), reference(s) and level of yearly gross billings for the past three (3) non COVID-19 years. Further detail is to be provided regarding the experience of the personnel, training program and staffing plan committed to perform the work as described herein including detailing the overall management and organizational approach of the Provider comprising its mission statement and its approach to customer service. Provider must detail the approach they will take to ensure that proposals/estimates are generated and sent to clients in a timely manner for the services requested. Provide further detail regarding whether Provider has performed services similar to those described in Article 6.
2. **Scope:** Provider shall provide strategies, methodologies, resources and operational plans for all services detailed herein and within Article 6.
3. **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.

4. **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.
5. **Financial Package:** 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 as well as the compensation and/or commission structure due to ASM Global in exchange for the rights granted to Provider.
6. **Sub-Contractors:** Provider shall identify any and all sub-contractors which the Provider anticipates having a significant role in the services.
7. All Responses shall be typewritten without erasures or deletions.
8. 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 contract. 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 New York. A response submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Provider.

3.2 PROPOSED TERMS OF THE BID

1. 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 as well as the compensation and/or commission structure due to ASM Global in exchange for the rights granted to Provider. ASM Global reserves the right to reject any Response that is incomplete or is not submitted on the forms provided. Any event-by-event deviation from the agreed upon terms will be at the sole discretion of ASM Global.
2. Provider proposes to maintain an inventory of equipment for Audio Visual Services onsite for exclusive use at the Facilities as detailed within Article 6 and Exhibit B of Attachment A, such equipment shall be reflective and meet the standard of a first class facility. Provider must further submit anticipated line-item pricing, as well as any applicable discounts as detailed within Exhibit C of Attachment A.
3. Provider proposes to obtain qualified and licensed labor in the applicable trades and shall comply with applicable labor laws and collective bargaining agreements necessary to perform the services described herein.
4. Provider proposes to promote its services for users of the Facilities at its own expense.
5. In exchange for the privileges detailed herein Provider proposes to pay ASM Global certain commissions as detailed within Exhibit A within Attachment A.

6. In addition to Providers detailing their proposal as per the items contained herein, Providers may put forth alternative proposals for ASM Global to consider. ASM Global recognizes providers inherent ability and knowledge to do so and ASM Global reserves the sole right to consider such approaches and further reserves the right if necessary to obtain additional details from said Provider regarding said proposal.

3.3 SUBMISSION OF RESPONSES

1. Responses be submitted in a sealed envelope bearing the RFP Number “RFP 08-23A” and titled “The Oncenter Audio Visual Equipment and Labor Services.” One (1) Original signed copy, four (4) printed copies of the full response and one electronic copy on thumb drive must be provided. Each proposer shall be responsible for all costs incurred in order to prepare and submit their response to the RFP.
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.
5. ASM 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 ASM Global’s best interest.

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 proposal. Should a Provider find discrepancies or ambiguities in, or omissions from the proposal documents, or should the Provider be in doubt as to their meaning, Provider shall at once, and in any event, not later than seven (7) days prior to proposal due date, submit to ASM Global a written request for interpretation or correction thereof. The person submitting the request for clarification will be responsible for its prompt delivery via email to the RFP Chair at rfp@asmsyracuse.com. Each Provider is responsible for confirming receipt of any emailed materials to ASM Global.
2. Any interpretation or correction of the RFP will be made only by written addenda to all Providers. No allowance will be made after bids are received for oversight, omission, error, or mistake by the Provider or ASM Global. Addenda so issued will become part of the bid documents and receipt thereof by the Respondent shall be acknowledged in the bid.

3.5 MODIFICATION OR WITHDRAWAL OF RESPONSE

1. A Response may not be modified, withdrawn or canceled by the Provider during the time period following the date designated for the opening of the Responses unless requested and approved in advance by ASM 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

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

The bids and any information made a part of the bids will become part of ASM Global's official files without any obligation on ASM Global's part to return them to the individual Provider(s). This RFP and the selected Provider(s) bid may, by reference, become part of any formal Contract between ASM Global and Provider resulting from this solicitation. Provider(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of ASM Global for purpose of influencing consideration of a bid.

3.8 NO CONTACT POLICY

Prior to the Response Due Date and after receipt of bids by ASM Global, and until the award of this Contract, no Provider or subcontractor to Provider shall contact or communicate, in any manner, with the following parties concerning matters directly related to this Contract: any member of The Oncenter, any employee or agent thereof, except in the manner described herein; except as noted below in 3.4 - 1

All comments and questions (requests for information) concerning this Request for Proposal and the corresponding procedures and requirements must be addressed in writing, via email to the following to the RFP Chair at rfp@asmsyracuse.com.

ASM Global will do its best to respond to all comments and questions to all Providers according to the timeline outlined above. All requests for information must be received by ASM Global by Friday, September 8, 2023, in order to receive consideration. ASM Global will not be responsible for comments and/or answers received in any manner other than as described above.

Any contact violation of the above instructions shall be grounds for disqualification and/or rejection of a Response, and in the case of a subcontractor, the preclusion of that subcontractor providing services for the Project. Each Provider is responsible for notifying its prospective subcontractors of these instructions.

ARTICLE 4 CONSIDERATION OF RESPONSES

4.1 OPENING OF RESPONSES

The properly identified Responses received on time will be opened and acknowledged.

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

ASM Global shall have the right to reject any or all Responses, reject a Response not accompanied by the data required by the RFP, or reject a Response, which is in any way incomplete or irregular.

4.3 ACCEPTANCE OF A RESPONSE

It is the intent of ASM Global to award a contract to the qualified and responsive Provider submitting the response which is in the best interest of the Facilities, 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 Facilities.

Following the evaluation of written proposals, Provider(s) may be requested to offer oral presentation to ASM Global or provide clarification regarding its response. Failure to comply with such a request will disqualify Provider from consideration. ASM Global further reserves the right to establish a “short list” of proposers upon its initial review of the proposals and shall engage these respondents to further determine which proposal is in the best interest of the Facilities in accordance with the requirements of the RFP.

4.3 TIME OF AWARD

1. Responses will be irrevocable for 60 days from the date of opening. It is the intent of ASM Global to enter into contract negotiations with the Provider under consideration for the provision of Services herein described of the highest quality obtainable for the most reasonable price.
2. This RFP does not commit ASM Global to the awarding of a Contract.
3. ASM Global will not be liable for any costs incurred in the preparation and/or presentation of the Responses.

ARTICLE 5 FORM OF AGREEMENT BETWEEN ASM Global AND PROVIDER

5.1 FORM OF AGREEMENT

The successful Provider may be required to enter into a written contract with ASM Global. For informational purposes, several of the pertinent matters of the Agreement have been included below:

1. The Response of the awarded Provider, along with any addendum or amendments thereof, shall be incorporated into the Agreement.
2. Term: The Agreement under which this service shall be for an initial term of four (4) years commencing at the contract signing and continuing through December 31, 2027. At the conclusion of the initial term ASM Global shall retain the option to renew the Agreement, subject to the mutual agreement of both parties, for not more than two (2) additional one (1) year terms under the provisions agreed herein. Such notice of renewal or non-renewal must be received no less than ninety (90) days prior to the expiration of the initial term. Notwithstanding anything contained in the agreement to the contrary the contract will not automatically renew at the conclusion of the term.
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 ASM Global. Such coverage will be obtained from an insurance company authorized and licensed to do business in the State of New York 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:

Comprehensive General Liability Coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000 annual policy aggregate. 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 Onondaga, New York, 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.

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

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.

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.

4. All such insurance coverage, with the exception of Workers' Compensation, shall name ASM Global Parent, Inc., SMG, the County of Onondaga, NY, and their employees, agents, officers and directors as additional insured thereunder.
5. Provider shall waive any and every claim against ASM Global Parent, Inc., SMG, County of Onondaga, NY, 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.
6. Indemnification: Provider shall indemnify defend and hold harmless ASM Global Parent, Inc., SMG, the County of Onondaga, NY, 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 ASM Global or its employees, agents and contractors. The provisions contained in this Section 9 shall survive termination of this Agreement, as provided herein.

7. 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, ASM Global, and the Onondaga County 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.
8. ASM Global requires that Provider shall not discriminate against any person or group of persons based upon race, creed, sex, sexual orientation, religion, color, age, veteran status, national origin or ancestry.
9. Conflicts of Interest: The Provider must state in its proposal, as of the date of the Response that it knows of no conflicts of interest which would be created by its contract for the project. It will be the continuing duty of the selected Provider to report all potential conflicts of interest to ASM Global.
10. 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.
11. 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.
12. Successful Provider agrees to honor any and all existing client contracts in place at time of award. Provider may contact clients to upgrade packages but must honor existing pricing.
13. Provider agrees to pay commission on all events regardless of any existing relationships.

5.2 EVALUATION CRITERIA

The successful Provider shall be determined by the following criteria:

Criteria	% Weight	Comments
Off-site Equipment Inventory	15%	
Staffing Plan	10%	
Dedicated on-site equipment inventory	20%	
Overall experience and qualifications	15%	
Proposed levels of customer service and responsiveness to ASM Global and users of the Facilities	10%	
Financial Proposal	15%	
References	15%	

ASM Global reserves the right to award or not award the contract on the basis of the initial response.

(Optional) Oral Presentations/interviews will be held during the tentative dates shown within 2.1 Critical Dates. Provider will be given approximately 45 minutes to make a presentation and respond to questions. Providers will be limited to an attendance of five (5) individuals to participate in the process.

5.3 OBJECTIVES

The following objectives summarize ASM Global's intent in the provision of Audio Visual Services.

1. **OPERATING PHILOSOPHY:** It is ASM Global's intention that the Provider will maintain Audio-Visual Services according to the highest industry standards and in the best interest of ASM Global and the Facilities.
2. **FINANCIAL RESPONSIBILITY:** Provider must operate in a manner consistent with public interest, while providing ASM Global with full accountability for, and accurate records of, all business transactions associated with events and activities at the Facilities. 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.
3. **TENANT RELATIONS:** All tenants and users of the Facilities 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 Facilities.

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 Facilities 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. 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.
4. Provider to follow all OSHA and ASM Global policies in regards to ASM/Onondaga County owned equipment.

6.2 EQUIPMENT ON SITE

1. Provider shall supply and maintain at the Facilities a dedicated onsite inventory of equipment that is sufficient for Provider to perform the Audio-Visual services described herein.
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 ASM 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 Facilities is to have been purchased recently and maintained throughout the term in like-new condition and kept for the exclusive use at the Facilities.
4. Provider will be solely responsible for all costs associated with the repair and maintenance of its equipment.
5. Provider shall provide ASM Global with equipment and services without charge upon written request by ASM Global with the exception being that such a request is for a nonrevenue generating event and the equipment requested is part of Provider's readily available onsite inventory.

6.3 USE OF EQUIPMENT

All on-site equipment inventories shall be available to ASM Global at no charge for its exclusive use in the Facilities, subject to its availability due to simultaneous events held within the Facilities. The complimentary use of Provider's equipment by ASM 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 Facilities.

6.4 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 Facilities will have to place their orders for rigging services directly through our in-house Audio-Visual provider which will be completed by IATSE Local 9 Riggers only.
2. Rigging services shall mean the provision of lifting services from the Facilities 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 an exclusive function of the Provider granted herein unless approved and/or directed otherwise by ASM Global.
3. Provider shall only utilize employees performing rigging services who 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 ASM 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 its 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 New York and the Facility.

6.5 LABOR

1. Provider shall ensure that its employees and any sub contracted employees are uniformly dressed and have a neat and clean appearance. All employees must display proper identification prominently while working at the Facilities.
2. Provider shall ensure that its employees are qualified, licensed and properly trained in the handling and use of all equipment within the Facilities 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 services proposed herein including its plan to perform the exclusive rigging services described within section 6.6 of this RFP.

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 Audio-Visual services described herein.

6.6 EXCLUSIVITY/PREFERRED STATUS

1. Provider shall be the preferred provider of Audio-Visual Services within the Facilities and understands this right is not exclusive, and further understands that while ASM Global shall endeavor to encourage the use of Provider's services, ASM 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 Facilities. Users of the Facilities 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 set up, 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 Facilities in all correspondence, publications and listings produced by the Facilities. In addition, Provider will be given the following to enhance the marketability of its services:
 - a) Use of designated office space within the Facilities for purposes of the provision of its services for clients of the Facilities.
 - 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 Facilities sales booking software system.
 - d) Access to available times and days for advance work necessary for set up and dismantling of events within the Facilities.

6.7 RATES

1. Provider shall present to ASM Global on an annual basis or as otherwise requested a competitive analysis detailing how their pricing and cost structure compares to competitors within the Facilities market. ASM 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 ASM Global's approval, and adjustments will be made based on the proper level of competitive pricing for the market.

6.8 USE OF FACILITIES

1. The Provider's employees must check-in and exit the Facilities at the designated security door only.
2. ASM Global will provide an office and limited storage space for the purpose of conducting business within the Facilities.
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 Facilities, must also observe any safety requirements imposed by ASM 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 Facilities 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
FINANCIAL PACKAGE
QUOTATION SHEET
MUST INCLUDE ALL CHARGES TO BE ASSESSED

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 ASM Global to consider.

EXHIBIT A
COMMISSIONS

Provider proposes to offer the below percentages of gross receipts as payment to ASM Global in return for the privilege of operating the Audio-Visual services at the Facilities. 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 25% 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 % of Equipment Rental (Gross Receipts)	Proposed commission % of Additional Labor (Gross Receipts)
One		
Two		
Three		
Four		
Five		

**EXHIBIT B
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
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**EXHIBIT C
RATE SHEET**

Proposer proposes to establish the below rate sheet for the Audio-Visual services it intends to provide at the Facilities. 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 D
SAMPLE INVOICE**

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

THE PRICES/FEEES/COMMISSIONS INDICATED ABOVE SHALL BE THE ACTUAL PRICE TO THE ONCENTER 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 QUOTING.

COMPANY _____

COMPANY REP _____

PHONE _____

EMAIL _____