CUYAHOGA COUNTY DIVISION OF SENIOR & ADULT SERVICES CONTRACTUAL AGREEMENT BETWEEN THE COUNTY of CUYAHOGA, OHIO AND 700 BETA DRIVE, LLC

This contract made and entered into this _____ day of _____2013, by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga County Division of Senior & Adult Services ("DSAS"), 13815 Kinsman Road, Cleveland, OH 44120 (herein after referred to as "DSAS") and Hilton Garden Inn 700 Beta Banquet & Conference Center, a corporation, with principal offices located at 700 Beta Drive, Mayfield Village, Ohio 44143 (herein after referred to as "Vendor") for the use of their facility to conduct the Conference on Aging 2013.

WITNESSETH

WHEREAS, DSAS seeks to contract with Hilton Garden Inn 700 Beta Banquet & Conference Center for the provision of facility space rental and

WHEREAS, the Vendor is qualified and willing to provide such services as will be needed by DSAS, and

WHEREAS, the Vendor has demonstrated through an informal bid process that it possesses the necessary expertise, knowledge, resources and initiative to successfully assist DSAS in accomplishing the aforementioned objective; and

THEREFORE, in consideration of these tenets, DSAS and the Vendor do hereby acknowledge their mutual desire to enter into a contractual agreement. This agreement expressly requires that the Vendor make available to DSAS adequate space accommodations which are subject to the terms and conditions outlined in the body of this contract. Also all attachments are deemed to be a part of this contract and the contents therein are hereby considered legally binding.

The aforementioned parties mutually agree upon the following:

I. SCOPE OF SERVICES:

The Vendor shall provide the services listed below and as specified in Attachment 1 such service(s) shall be inclusive of, but not limited to the following:

 The Vendor will make the facility available for DSAS between the hours of 7:00 a.m. and 4:00 p.m. on October 18, 2013 not-to-exceed 300 people; and after 12:00 noon on October 17, 2013 to drop-off event materials; materials to be stored in Naples Room

- Provide a dedicated area to set-up (4) 6' tables for registration, also a dedicated area with (3) 8' tables to display various vendor exhibits; table linens to include skirting, to be set-up in pre-functionary area outside Venice Grande.
- Provide a large Banquet Room: That will accommodate 300 people; Venice Grande to conduct the conference opening/lecture and lunch arranged in crescent style;
- Banquet room to include: 6' table for speaker/materials, elevated podium, wireless microphone for speaker, internet access, drop screen, laptop, LCD projector, 3 wireless microphones for audience and tech support for the entire day,
- Continental Breakfast: Fresh fruits, bagels, muffins, Danishes, cream cheese, jellies, butter, orange/cranberry juices, Starbucks reg/decaf coffee and hot tea, food to be removed after breakfast, 9:30 a.m.,
- Gluten Free: Fruit w/vanilla Yogurt & Seasonal berries, gluten free muffins
- Coffees/teas and juices to be replenish mid-morning (10:00 a.m.)
- Lunch: will be set-up in the Venice Grande Room with two reserved tables inside the entrance of the room for disabled persons,
- Hot Lunch Selection: Hot Lunch/Vegetarian/Gluten-Free Selections to be chosen at a later date, and not to exceed \$17.95 price limit; included with lunch - Garden Salad, seasonal vegetable medley, rolls & butter;
- Dessert: Dessert selection to be made closer to date of event,
- Please note the request for specific audio/visual equipment is subject to change prior to Conference date.
- Final identification of those items needed (by room) will be provided by Friday, September 27, 2013.
- Afternoon breakout sessions will be held in Turin I & II and Tuscany I, II & III. Each of these rooms will be set up classroom style seating each to accommodate 75 attendees, with the specified AV equipment:
 - Podium, handheld microphone, drop screen, internet access, laptop, power strip and LCD projector.
 - Afternoon break beverage station to consist of coffee reg/decaf, hot/iced tea, lemonade and water
- Provide free parking for 300 people easily accessible with ample handicap spaces;
 vendor will provide shuttle service from overflow parking lot to conference center.

- Provide ready handicapped accessibility to all rooms and facility,
- Provide continental breakfast, sit down serve lunch (persons seated at registration tables
 will eat lunch at these tables); furnish coffee/tea/water, including speakers in
 main/banquet/breakout rooms throughout the day.
- Vendor shall remain in continuous contact with DSAS throughout the process for questions and/or concerns.

II. TERMS OF SERVICE:

The Vendor shall successfully provide all services as specified in this contract commencing on the <u>17th</u> day of <u>October, 2013</u> and ending on the close of business on <u>October 18, 2013</u> which serves as the official termination date.

All services outlined in this contract must be performed to the full and complete satisfaction of DSAS. The Vendor's failure to render satisfactory services as outlined in Article I, Scope of Services and other contract deliverables specified herein and/or subcontracted services (if applicable) shall serve as a breach of this contract and provide DSAS with ample justification to terminate this contract at any time period preceding its specified termination date.

III. CONTRACT VALUE:

Payment for all services provided in accordance with the provisions of this contract is contingent upon the availability and appropriation of local funding and allocation of federal funds annually. The total amount of the contract shall not exceed \$20,000.00 for the contract period.

IV. TERMS OF PAYMENT:

Upon receipt, the Financial Services Unit will review the invoice for completeness and accuracy before making payment (within thirty (30) days of receipt). Payment made will not be subject to late fees or interest payment penalties.

UNDER NO CIRCUMSTANCES SHALL DSAS REIMBURSE THE VENDOR MORE THAN TWENTY THOUSAND DOLLARS FOR THE TOTAL OF THIS CONTRACT.

The invoice should be forwarded in duplicate to:

Division of Senior and Adult Services Attn: Financial Services Unit 13815 Kinsman Road Cleveland, Ohio 44120

V. PAYMENT TIME LIMIT:

DSAS reserves the right to withhold payment from the Vendor in the event invoices for services rendered are not submitted for payment in a timely manner based on the following:

- a. Invoices submitted 30 days or more after the end of the service month during the contract period, and/or
- b. Invoices submitted 30 days or more after the expiration of the contract, and/or
- c. Invoices submitted in excess of 30 days after services are rendered for a prior or federal fiscal period for which DSAS may not be able to claim or receive state/federal reimbursement.

VI. DUPLICATE BILLING:

The Vendor warrants that invoices submitted to DSAS or the County for payment of purchased services shall be for actual services rendered to clients and are not duplicate claims made by the Vendor to other government entities, municipalities or non-profit organizations for the same service.

VII. PUBLICITY:

In any publicity release or other public reference including media release, information pamphlets, etc., on the program developed as part of this contract, it will clearly state that the project is in part funded by the County of Cuyahoga.

VIII. ANTI-DISCRIMINATION:

DSAS and the Vendor agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans with Disabilities Act of 1992. It is further agreed that the Vendor will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract.

The Vendor also agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

If the Vendor or its agents or subcontractors is found to be out of compliance with any aspect of this provision, it may be subject to investigation by DSAS, the Board of County Executive or its duly appointed agent and subject to termination of this contract.

IX. SALE OR TRANSFER OF OWNERSHIP:

The Vendor must notify DSAS of impending sale or transfer of business. Upon sale or transfer of ownership of said business, the following procedures will apply:

- a) The new owner/proprietor will have the opportunity to continue to provide services at the cost and conditions contained within this contract.
- b) If new owner/proprietor wishes not to provide service at the cost agreed upon within this contract or conditions contained herein, upon sale or transfer of said business this contract becomes void.

X. INDEMNIFICATION:

The Vendor agrees that it will, at all times during the existence of this vendor contract indemnify and save the County of Cuyahoga, all of its departments, agents and employees harmless from suits or actions of every nature and description, brought against the County or any and all of its officers, agents, servants or employees thereof, for or on account of any injuries or damages received or sustained by a party or parties from any act of the Vendor, its servants or agents that arise out of the injuries or damages sustained during performance of services against this contract.

XI. INSURANCE:

The contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. Mandatory Insurance Requirements

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;

\$1,000,000 each employee for bodily injury by disease;

\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;

\$1,000,000 personal & advertising injury;

\$2,000,000 general aggregate;

\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

2. Additional Insurance Coverage

Each of the following eight items is optional unless otherwise required by the terms of this specification.

(a) Umbrella/Excess Liability Insurance with limits of liability not less than:

\$5,000,000 each occurrence \$5,000,000 general aggregate \$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

- (b) All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use by Contractor.
- (c) **Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim; \$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

(d) **Pollution Legal Liability Insurance** (including Contractors Pollution Liability Insurance, if applicable) with a limit of liability not less than:

\$1,000,000 per claim; \$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis, however, if written on a claims made-basis, the claims-made retroactive date on the policy shall be prior to the commencement of any work related to this Contract.

(e) Liquor Liability Insurance with a limit of liability not less than:

\$1,000,000 per occurrence; \$1,000,000 aggregate.

(f) Aviation Liability Insurance covering the use and maintenance of all owned and non-owned aircraft of any type with a limit of liability not less than:

\$10,000,000 per occurrence; \$10,000,000 aggregate.

(g) **Marine Liability Insurance** covering the use and maintenance of all owned and non-owned watercraft with a limit of liability not less than:

\$5,000,000 per occurrence; \$5,000,000 aggregate.

(h) **Builders Risk Insurance** on an All Risks Property Coverage Form covering damage to buildings or other structures while under construction or renovation including materials and fixtures whether or not yet incorporated into the buildings or other structures.

Insurance Coverage Terms and Conditions

- 1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:
 - (i) Thirty (30) days prior notice of cancellation or material change;
 - (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
- 2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
- 3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
- 4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
- 5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
- 6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
- 7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

XII. CONTRACT TERMINATION:

DSAS shall have the right to terminate this agreement for any reason as a result of the Vendors failure to perform all contract deliverables as specified within this agreement. Either party shall have the right to terminate this contract upon thirty (30) days written notice to the other party if either party does not meet the terms and conditions specified in this contract. The Vendor shall provide all services required by this contract up to and including the date of termination, and shall be compensated upon receipt of an itemized invoice for services rendered. Under no circumstance shall DSAS be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this contractual agreement.

XIII. CONTRACT AMENDMENT:

This contract represents the entire integrated agreement between DSAS and the Vendor and it supersedes all prior negotiations, representations, or agreements either written or oral. By mutual consent of DSAS and the Vendor this contract may be modified at anytime as mutually agreed to by both parties, whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by both parties.

XVI. ELECTRONIC SIGNATURES

By entering into this Agreement i agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agreed on behalf of the aforementioned entities and persons, to be bound by the provisions of the Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the County of Cuyahoga, Ohio and the Vendor have each caused this contract to be signed and delivered by its duly authorized representative as of the date first written above.

700 Beta Driver 11.C

County of Cuyahoga, Ohio Edward FitzGerald, County Exec

2013-07-16 16:41:26

Ву:







REQUEST FOR QUOTE ANNUAL CONFERENCE ON AGING 2013 FRIDAY, OCTOBER 18, 2013

Capacity:	275-300 Participants
Facility:	Hilton Garden Inn & 700 Beta Banquet & Conference Center 700 Beta Drive Mayfield Village, Ohio 44143
Meeting Space:	To maximize the available meeting space, I am proposing to combine the general session room and lunch area. We hosted the 12 th Annual Juvenile Crime Coalition (JCC) Conference which had similar meeting space requirements back in 2012.
	General Session: (session room and meals) To accommodate 275-300 participants' classroom style. I would recommend setting the room crescent style (no one's back to presenter) in order to accommodate the lunch within the same room. Meeting space available from 7am until 4pm.
	4 Breakout Rooms: Four (4) large fixed breakout rooms for up to 75 attendees. Turin ballroom will be divided into two (2) breakout rooms to accommodate 75 theater style and two (2) breakout rooms within Tuscany ballroom to accommodate 70 theater style. Breakout rooms available from 7 am until 4 pm.
	Vendor & Registration Area: Utilize the conference center public space for four (4) 6' registration tables and three (3) 8' tables for vendors. All tables include house linen and skirting. Meeting space available from 7am until 4pm.
	Room Rental Total: \$2,500
Food & Beverage:	Continental Breakfast: Fresh fruit, bagels, muffins, Danish, cream cheese, jam, butter, orange juice, cranberry juice, Starbuck coffee and hot tea. *Gluten free available.
	Lunch (PLATED): Herb crusted chicken with a garlic butter sauce, roasted red skin potatoes, seasonal vegetable mediey, garden salad, rolls, butter, chef's choice of dessert, Starbucks coffee, hot tea, and iced tea. *Gluten free & vegetarian meals available.
	Afternoon Break: Iced tea, lemonade, and pitchers of water.
	 Continental Breakfast: \$8.95 per person Lunch: \$17.95 per person (plated chicken) PM Break: \$2.95 per person
	Food & Beverage Total: \$8,298.75 (BASED ON 275PPL.) PRICING DOES NOT INCLUDE 21% SERVICE CHARGE OR CURRENT SALES TAX.







Parking:	Free parking provide: ☑ Yes ☐ No
	Parking available for 275-300 participants. Attendees will need to use additional over flow parking. Complimentary shuttle service provided by hotel.
	Parking Total: <u>\$0</u>
Audio Visual:	General Session to include laptop, LCD projector, podium, (3) microphone, drop screen and wireless internet access.
	Breakout #1 to include laptop, LCD projector, podium, (1) microphone, drop screen and wireless internet access.
· ·	Breakout #2 to include laptop, LCD projector, podium, (1) microphone, drop screen and wireless internet access.
	Breakout #3 to include laptop, LCD projector, podium, (1) microphone, drop screen and wireless internet access.
	Breakout #4 to include laptop, LCD projector, podium, (1) microphone, drop screen and wireless internet access.
	AV tech support on-site for the entire conference
	Audio Visual Total: \$2,600
Grand Total Bio	d Amount: \$13,308.75 (PRICING DOES NOT INCLUDE 21% SERVICE CHARGE OR CURRENT SALES TAX)

Vendor Credentials: For a new property, we have hosted a number of large events at our facilities. We have created a relationship with University Hospital in which they host a quarterly health expo for the public. In addition, we have hosted Toastmaster's International's Conference in 2010 & 2012 and will be returning this year. Progressive Insurance frequents our property on a monthly basis for their meeting and large events. Swaglok, NEOEA, Parker Hannifin, PPG, itSMF are just some of the group that we have hosted here. I would state that all the conferences were a success since they have future events already booked with us.

Please provide the following Information:

Agency Name: Hilton Garden Inn & 700 Beta Banquet & Conference Center

Agency complete address: 700 Beta Drive, Mayfield Village, Ohio 44143

Agency Contact: Liz Palchick

Phone Number: 440-229-9902

Email Address: liz.palchick@hilton.com







REQUEST FOR QUOTE ANNUAL CONFERENCE ON AGING 2013 FRIDAY, OCTOBER 18, 2013

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Facility:	Hilton Garden Inn & 700 Beta Banquet & Conference Center 700 Beta Drive Mayfield Village, Ohio 44143
Meeting Space:	To maximize the available meeting space, I am proposing to combine the general session room and lunch area. We hosted the 12 th Annual Juvenile Crime Coalition (JCC) Conference which had similar meeting space requirements back in 2012.
	General Session: (session room and meals) To accommodate 275-300 participants' classroom style. I would recommend setting the room crescent style (no one's back to presenter) in order to accommodate the lunch within the same room. Meeting space available from 7am until 4pm. \$1.000 Room Rental
	4 Breakout Rooms: Four (4) large fixed breakout rooms for up to 75 attendees. Turin ballroom will be divided into two (2) breakout rooms to accommodate 75 theater style and two (2) breakout rooms within Tuscany ballroom to accommodate 70 theater style. Breakout rooms available from 7 am until 4 pm. \$375 Per Breakout Room Rental
	Vendor & Registration Area: Utilize the conference center public space for four (4) 6' registration tables and three (3) 8' tables for vendors. All tables include house linen and skirting. Meeting space available from 7am until 4pm.
	Room Rental Total: <u>\$2,500</u>
Food & Beverage:	Continental Breakfast: Fresh fruit, bagels, muffins, Danish, cream cheese, jam, butter, orange juice, cranberry juice, Starbuck coffee and hot tea. *Gluten free available.
	Lunch (PLATED): Herb crusted chicken with a garlic butter sauce, roasted red skin potatoes, seasonal vegetable medley, garden salad, rolls, butter, chef's choice of dessert, Starbucks coffee, hot tea, and iced tea. *Gluten free & vegetarian meals available.
	Afternoon Break: Iced tea, lemonade, and pitchers of water.
	 Continental Breakfast: \$8.95 per person AM Refresh Beverages Only: \$2.95 per person Lunch: \$17.95 per person (plated chicken/vegetarian/gluten free) PM Break: \$2.95 per person
	Food & Beverage Total: \$9,028.95 (BASED ON 275PPL.) PRICING DOES NOT INCLUDE 21% SERVICE CHARGE OR CURRENT SALES TAX.







Parking:	Free parking provide: 🗹 Yes 🔲 No
	Parking available for 275-300 participants. Attendees will need to use additional over flow parking. Complimentary shuttle service provided by hotel.
	Parking Total: <u>\$0</u>
Audio Visual:	General Session to include laptop, LCD projector, podium, (3) microphone, drop screen and wireless internet access.
	Breakout #1 to include laptop, LCD projector, podium, (1) microphone, drop screen and wireless internet access.
	Breakout #2 to include laptop, LCD projector, podium, (1) microphone, drop screen and wireless internet access.
	Breakout #3 to include laptop, LCD projector, podium, (1) microphone, drop screen and wireless internet access.
	Breakout #4 to include laptop, LCD projector, podium, (1) microphone, drop screen and wireless internet access.
	One (1) AV technician support on-site for the entire conference (totaling 11 hours)
	Audio Visual Total: \$2,795 Includes all the items listed above.
	Audio Visual Breakdown:
	• \$150 per laptop
	\$150 per LCD projector
	• \$55 per podium
	\$75 per microphone (hand held or lavaliere)
	• \$5 per power strip
	• \$10 per easel
	 \$15 for AV cart \$45 per hour/per AV technician (minimum of 4 hours)
·	Hotel to provide the following items COMPLIMENTARY:
	Wireless internet
	Drop screens
	id Amount: \$14,323.95 (PRICING DOES NOT INCLUDE 21% SERVICE CHARGE OR CURRENT SALES TAX)
Grand Total B	IQ AMOUNT: 314,323.73 (Pricing DOES NOT INSCOSE 2279 SERVICE SERVICE)







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Please provide the following information:

Agency Name: Hilton Garden Inn & 700 Beta Banquet & Conference Center

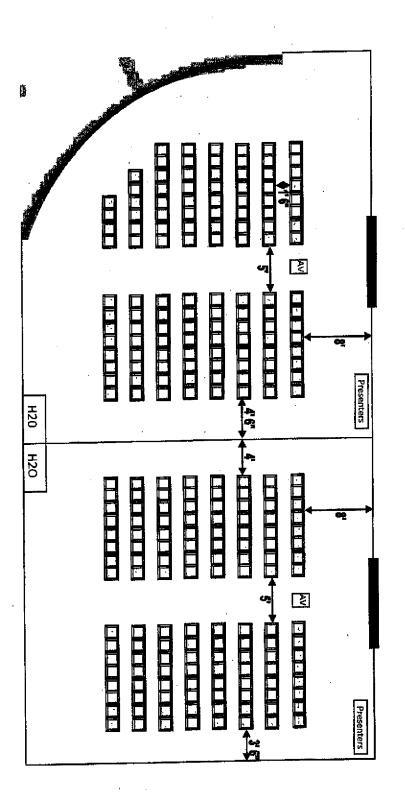
Agency complete address: 700 Beta Drive, Mayfield Village, Ohio 44143

Agency Contact: Liz Palchick

Phone Number: 440-229-9902

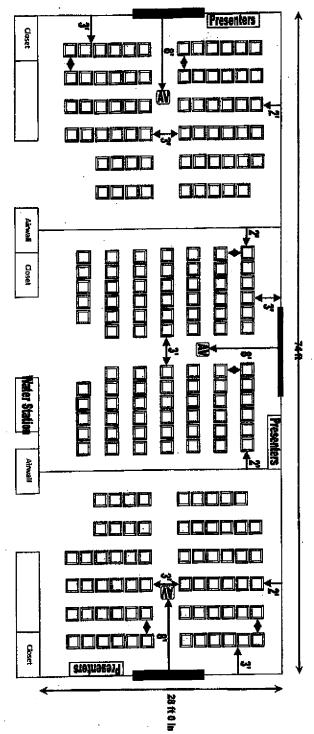
Email Address: liz.palchick@hilton.com

12th Annual Juvenile Crime Coalition Conference June 8, 2012



12th Annual Juvenile Crime Coalition Conference

June 8, 2012 67 people-Tuscany 1 |82 people-Tuscany 2 | 67 people-Tuscany 3



Cuyahoga County

