

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY  
REQUEST FOR PROPOSAL 18034  
BALLROOM ROOF REPAIRS  
April 4, 2018**

**PART I - INTRODUCTION**

The Metropolitan Entertainment & Convention Authority (“MECA”) is requesting proposals from qualified organizations interested in providing all labor, materials and equipment necessary to repair the Ballroom roof section and immediate vicinity at CenturyLink Center Omaha (“CLCO”). MECA is responsible for managing the operations of the Facility. The Facility is located in downtown Omaha, NE.

**1. Anticipated RFP Schedule**

This Request for Proposal (RFP) and the guidelines set forth for responses hereto are intended to provide MECA with significant substantive information early in the negotiating process so that final agreement can be reached quickly. MECA has therefore established the following schedule:

RFP Issued	April 4, 2018
* MANDATORY Pre-bid Meeting	April 11, 2018 2:00 pm
Deadline, Final Questions	April 13, 2018, 2:00 pm
Due/Public Opening (time)	April 18, 2018, 2:00 pm

\* This is a mandatory pre-bid meeting. All Bidders who may wish to provide a Proposal must be present at this meeting. Bidders must notify MECA at [pgregoire@omahameca.com](mailto:pgregoire@omahameca.com) of their intention to attend this meeting no later than 2:00 pm April 10, 2018.

**2. Bidder Inquiries**

All inquiries regarding this RFP must be made in writing and addressed to [pgregoire@omahameca.com](mailto:pgregoire@omahameca.com). Oral explanations or answers shall not be valid. Revisions, clarifications, and/or additional information will be issued to all Bidders in the form of an RFP addendum. All or any RFP addenda issued to the Bidders prior to the bid due date shall become a part of the bidding documents and the cost of such work shall be included in the bids.

**3. Delivery of Proposals**

Three printed copies and one electronic copy of proposals must be submitted and signed by an officer of the company, and delivered before the time set forth in Section 1 to MECA’s offices:

MECA  
RE: Roof Repairs Proposal  
455 North 10<sup>th</sup> Street  
Omaha, NE 68102

All proposals received will be publicly opened at MECA's offices at the time set forth in Section 1. Bidders may attend, however attendance is not required. MECA reserves the right to accept or reject late proposals or to extend the time for response for one or more respondents.

#### **4. Criteria for Evaluation of Proposals**

##### **4.1 Evaluation of Compliance with RFP Guidelines**

Each proposal received will be evaluated to determine whether it generally supplies the information requested in this RFP. MECA may (at its sole discretion) disqualify any proposal, which it deems non-compliant. All proposals shall be valid for acceptance for a period of ninety (90) calendar days.

##### **4.2 Evaluation of Proposals**

Proposals will be evaluated based on the following criteria: (a) the company profile, background, experience, and references of the proposing party; (b) service and support; (c) ability to agree to the requested contractual terms and conditions; and (d) financial considerations. Other criteria may be considered by MECA based on the nature of the proposals received.

##### **4.3 Selection of Respondents**

Based on the foregoing criteria, MECA will select one or more entities for further negotiations. It is possible that based on the responses, MECA will elect to negotiate with more than one respondent. In such event, all selected entities will be informed that others have also been selected for negotiation, although MECA reserves the right to not disclose the identity of the other selected respondents.

MECA will notify the successful Bidder of the acceptance of its proposal. Such notice will be sent to the name and email address of the bidder as stated in its proposal.

##### **4.4 Reservations**

MECA reserves the unqualified right to reject any or all proposals, extend the time for receipt of proposals from all Bidders, waive defects or technicalities, correct discrepancies, advertise for new proposals, or to take any other action that MECA determines, at its sole discretion, to be in its best interest. MECA reserves the right to award the contract to other than the low bidder. Any such determinations or actions may be made without notice. All costs of preparation and submission of a proposal shall be at the risk and expense of the respondent. MECA shall have no liability in connection with a proposal or any respondent.

##### **4.5 Proposals**

All bids and proposals submitted by the various Bidders for this work become the property of MECA. Neither MECA nor the Bidders shall disclose the contents of any proposal to the other parties prior to the announcement of the award.

#### **5. Contractual Terms and Conditions**

Review and provide a detailed response whether the following contractual terms and conditions are agreeable. The Bidder's Proposal shall specifically note any requested

modifications to this section, which MECA may take into consideration during the review process, at MECA's discretion.

5.1 Purchase Agreement and Payment

The successful Bidder will be required to execute a MECA Purchase Agreement prior to performing any portion of work required within the specifications of this RFP. A sample MECA Purchase Agreement is available upon request.

Payment terms will be Net 30 days from installation and acceptance by MECA. Bidder must disclose if progress payments or down payment for materials are required.

5.2 Insurance

The successful Bidder must provide evidence of the following types of insurance during the term of the Agreement. For the avoidance of doubt, such coverage and limits are minimum requirements and shall not be deemed as a limitation on vendor's liability under any provision of any agreement. Approval of the insurance by MECA shall not relieve or decrease the liability of the vendor hereunder. Note any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to an additional insured.

Commercial General Liability Insurance (including premises operation liability, contractual liability and product/completed operations liability) and Automobile Liability coverage (owned, non-owned and hired coverages) with minimum limits of \$1,000,000 Combined Single Limit (Auto Liability), and \$1,000,000 Per Occurrence, and \$2,000,000 General Aggregate. Commercial General Liability aggregate limit will apply on a "per location" basis. The insurance must protect the Bidder and MECA from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of the Bidder's services hereunder or from or out of any negligent act or omission of the Bidder, its officers, directors, agents or employees.

Workers' Compensation Insurance as required by applicable law. Policy shall be endorsed to include Waiver of Subrogation against MECA, the City of Omaha, their employees, officers and legal representatives.

Employer's Liability Insurance with minimum limits of:

\$500,000 Each Accident—Bodily Injury by Accident  
\$1,000,000 Policy Limit—Bodily Injury by Disease  
\$500,000 Each Employee—Bodily Injury by Disease

Umbrella or Excess Liability: additional \$5,000,000. Coverage is to apply to excess of Commercial General, Employer's Liability, and Automobile Liability policies.

All such insurance required above shall be with companies and on forms acceptable to MECA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to MECA. All insurance shall be primary and not contributory. All insurance shall be written by companies with a Best's Key Rating Guide

(Property-Casualty, United States) rating of A or better and a Best's Financial Size Category of Class VI or better. Within thirty (30) days of the date on which coverage is to be provided hereunder, the successful Bidder shall furnish to MECA certificates of insurance along with copies of endorsements evidencing compliance to the above requirements. Such certificates and insurance policies shall name MECA and the City of Omaha as additional insureds on a primary basis, and contain a waiver of subrogation, in which the insurer waives any claim or right to recover against MECA, the City of Omaha, their officers, agents or employees. The additional insured requirement does not apply to Workers' Compensation.

5.4 Indemnification

Bidder does hereby covenant and agree to indemnify, defend and hold harmless MECA, and the City of Omaha, their officers, directors, employees, agents and representatives, from and against all claims, demands, losses, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any claim, demand or judgment for property loss or damage (including loss of use of the Facility), and/or personal injury, including death, arising out of the Products and Services furnished hereunder by Bidder and Bidder's Personnel except to the extent same is caused by the negligence or reckless conduct of MECA or its employees or agents.

MECA is not responsible for any equipment, furnishings, supplies or other property or Products owned by Bidder and used or stored at the Facility, nor is it responsible for damage resulting from power failure, flood, fire, explosion or other similar causes.

The provisions requiring the furnishing of personal injury liability or property damage liability insurance shall not be construed to affect or impair the generality of the forgoing.

The successful Bidder shall represent and warrant in the contract that the components of this RFP to be purchased for the Facility shall not violate or infringe upon any patent, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. The Bidder shall agree to defend, protect and hold harmless MECA and its related parties from and against any and all liabilities, actions, losses, awards, damages, costs, claims or expenses including reasonable attorneys' fees incurred by them as a result of any claim that the components of this RFP to be purchased for the Facility are illegal or infringe upon any third party patent, copyright, trademark, trade secret or other intellectual or proprietary right.

5.5 RFP and Bidder's Proposal

This RFP and the Bidder's proposal thereto shall become part of any contract that may be entered into as a result of this RFP.

5.6 Warranty

The Bidder shall warrant in the contract that the components of this RFP to be purchased for the Facility shall be new and of good and workmanlike quality and fit for the use intended. The Bidder shall further warrant that during the manufacturer's warranty period that the components will operate in accordance

with the manufacturer's specifications. The manufacturer's warranty period shall be specified on the Bidder's proposal and shall begin on the date of MECA's acceptance of the installation. All other specific promises and warranties made by Bidder in the RFP Response or bid process generally shall also be included in the final contract.

5.7 Scope, Quality of Work Guarantee

The successful Bidder shall furnish all equipment, labor, personnel, and facilities necessary to perform and complete the work.

5.8 Conduct of Personnel

No business, other than that specifically outlined in the RFP, may be conducted by personnel of the Bidder while on the premises of the Facility.

The Bidder shall be responsible for all actions of its employees, while they are assigned to the Facility. The employees shall at all times comply with applicable laws, ordinances, and regulations of local, state, and federal agencies, along with all regulations, policies, and procedures of MECA.

Bidder certifies and agrees that, with respect to its staff and employees who will participate in the performance of this Agreement, the Bidder shall maintain a workplace free of drugs and alcohol during the term of this contract.

If, for whatever reason, MECA determines that personnel assigned to the Facility are unsatisfactory, the Bidder shall replace the individual within five days, or as mutually agreed upon.

5.9 Sales Tax

All federal, state and local taxes, including without limitation sales, use, excise, privilege, transactional, gross receipts, ad valorem or any other transactional tax or customs and duties ("Tax" or "Taxes") paid or payable by Bidder, however designated, levied or based on amounts payable to Bidder under or in connection with the RFP have been included in the pricing set forth on Attachment A – Proposal Form as required by the relative taxing authorities.

MECA is a sales taxable entity and as such, Bidder warrants that sales tax is included in the price provided on Attachment A – Proposal Form. Notwithstanding anything in the Agreement to the contrary, the successful Bidder shall indemnify and defend MECA for any sales tax audit assessment against MECA relating to the amount of Nebraska sales tax charged under this Agreement.

As a Vendor of CLCO, any sales tax collected must be reported to the State of Nebraska on a monthly basis. A Convention Center Facility Financing Assistance Act Sales and Use Tax Information Form must be completed and filed on or before the 20th day of the month following the month of sale. Forms are available by contacting MECA's Finance Department. Vendor must also supply MECA with the Vendor's Nebraska Sales Tax Permit number on Attachment A – Proposal Form upon execution of the Agreement.

## **PART II - SCOPE OF PROJECT**

The successful Bidder is responsible for providing all labor, materials, equipment, and supplies to repair the roof covering the area above ballroom.

Attachment B provides a drawing with approximate square footage and appropriate treatments. Entire square feet of roof will require fabric. Bidders are responsible for final field measurements which must be used in preparing their bids.

Alternates will not be considered for the Sherwin Williams Uniflex Elastomeric Coating System. Bidders are to provide a price for the Ten (10) Year Labor and Material Warranty.

The successful Bidder must meet Elite manufacturer status. The successful Bidder must submit Pre-Project Scope of Work and Warranty Request to manufacturer prior to commencement of Work.

The successful Bidder is responsible for the following:

- Establish safe Work area in accordance with local, state and federal regulatory agencies
- Prepare roof according to Manufacturer requirements
- Repair membrane as necessary. Bidder to provide per square foot cost for membrane repair
- Replace insulation, as necessary. Bidder to provide per square foot for insulation replacement
- Remove and replace lightening protection system. Replace attachment clips as needed. Attachment clips must be placed in same pattern as existing (approximately every three feet)
- Contact firm to provide services to recertify lightening protection system.
- Supply and apply Uniflex Elastomeric Coating System

The successful Bidder must coordinate with MECA the shipment of all products and materials. Limited storage is available at CLCO. However, MECA will work with the successful Bidder to identify a temporary staging area as Work is in progress. This will be further discussed during the pre-bid meeting.

Bidder is responsible for providing all lifts and lift operators. Bidder is responsible for street and/or lane closures and all other safety measures for placement and operation of lifts.

The successful Bidder is responsible for keeping Work areas in a safe and orderly manner. Bidder is responsible for cleaning Work area upon completion of Work. Bidder must remove all materials and debris from the premises. MECA will not provide dumpsters.

The successful Bidder must protect all adjacent areas not receiving Work under the project and repair any damage to these areas at their own expense.

The successful Bidder must provide sufficient safety and pedestrian barriers while Work is in progress.

The successful Bidder shall adhere to all codes, ordinances, or other regulatory requirements covering the scope of this project.

The successful Bidder shall obtain all necessary permits for the Work.

The successful Bidder must make every attempt to complete all Work before September 30, 2018. All Work must be coordinated with MECA to accommodate the event schedule.

The successful Bidder is responsible for providing all materials, supplies, labor and equipment necessary to perform and complete all aspects of the Work for a complete turnkey roofing system.

### **PART III - Information to be supplied by Bidder**

For ease of evaluation and given the fast-track that MECA desires to pursue to reach final agreement, MECA requests that each proposal submitted incorporate the same general structure. Proposals must include the following sections:

#### **1. Proposal Form**

The Proposal Form, Attachment A, must be completed, signed and submitted as the first page of the Proposal.

Bidder must indicate their Nebraska Contractor Option number on the Proposal Form, Attachment A. Bidder warrants that sales tax has been incorporated in its bid amounts as required by the State of Nebraska in accordance with its Contractor Option.

#### **2. Company Profile**

Bidder must provide information about the company, including company history, size, locations, number of employees, etc. Bidder must provide proof of Elite manufacturer status.

#### **3. Subcontractors**

In order that MECA may be assured that only qualified and competent subcontractors will be retained for the service, Bidder shall submit with his/her name a list of all subcontractors that the Bidder intends to use. No change shall be made in the list of subcontractors after the receipt of proposals, unless agreed to in writing by MECA.

#### **4. References**

Bidder shall supply a list of three references that you have applied Uniflex Reinforced Fluid Applied Coating Systems, including names and telephone numbers of the customer's contact person.

#### **5. Resumes**

Bidder shall provide resumes or bios of key staff assigned to the project highlighting qualifications and experience. Information must include all relevant certifications and/or training.

**6. Project Timeline**

Provided an agreement is signed by May 17, 2018 please provide a timeline highlighting major milestones. This timeline will be incorporated into the agreement. Entire project should be completed before September 30, 2018.

**7. Explanation of Pricing**

Bidder to provide explanation of pricing, including their State of Nebraska Contractor Option Number (1, 2 or 3) and sales tax. Bidder warrants that sales tax has been incorporated in its bid amounts as required by the State of Nebraska in accordance with its Contractor Option Number.

**8. Deviations from Scope of Project**

Bidder must document any and all deviations from the specifications outlined in the Scope of Project in Part II.

**9. Deviations from Contractual Terms and Conditions**

Bidder shall review and provide a response whether the contractual terms and conditions set forth in Part 1, Section 5 are agreeable. A detailed response is required if a bidder is not agreeable to one or more of the terms and conditions set forth in Part 1, Section 5, including progress payments.

**Attachment A - Proposal Form**  
**Ballroom Roof Repairs RFP 18034**

**CONTACT INFORMATION**

Company Name \_\_\_\_\_  
 Contact Name and Title \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number (Direct Line) \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Required: NE Sales Tax Permit Number \_\_\_\_\_  
 Required: NE Contractor Option Number (1, 2 or 3) \_\_\_\_\_

**Pricing: Ballroom Roof Repairs**

	Cost
<b>Non Taxable Costs</b>	
Labor	\$0.00
Materials, Uniflex products only (only if Contractor Option 2 or 3)	\$0.00
Other Materials	\$0.00
10 Year Warranty	\$0.00
Total, Non Taxable	\$0.00
<b>Taxable Costs</b>	
Materials, Uniflex products only (only if Contractor Option 1)	\$0.00
Other Materials, Tools and Supplies	\$0.00
Safety System Supplies and Materials, excluding lift rental	\$0.00
Other, must provide an itemized list of other taxable items	\$0.00
Subtotal, Taxable	\$0.00
Sales Tax, in accordance to NE Contractor Option Number	\$0.00
Total, Taxable	\$0.00
<b>Project - Total Lump Sum</b>	<b>\$0.00</b>

Above prices are based on the following square footage of coverage \_\_\_\_\_ sq. ft.

<b>Additional Cost:</b> Lift Rental	\$0.00
<b>Additional Cost:</b> Dumpster Rental	\$0.00
<b>Additional Cost:</b> Deployment/redeployment costs	\$0.00

**Additional Cost:** Per unit costs to replace/repair the membrane and insulation are in addition to the prices above.

Membrane Repair/Replacement, includes all supplies and labor per sq. ft. \_\_\_\_\_ \$0.00  
 Insulation Replacement, includes all supplies and labor per board ft \_\_\_\_\_ \$0.00

**Number of Days to Complete Project:** \_\_\_\_\_ Days

This Proposal, submitted to MECA, is deemed to be in accordance with all information contained and referred to in this Request for Proposal by the undersigned.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title