

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY  
REQUEST FOR PROPOSAL 21010  
CONCRETE REPAIRS  
September 11, 2020**

**PART I - INTRODUCTION**

The Metropolitan Entertainment & Convention Authority (“MECA”) is requesting proposals from qualified organizations interested in performing all services necessary to remove and replace concrete at CHI Health Center Omaha (“CHIHCO”). MECA is responsible for managing the operations of this Facility.

**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	September 11, 2020
* MANDATORY Pre-bid Meeting	September 17, 2020, 10:00 am
Final Questions	September 21, 2020, 10:00 am
Due/Public Opening (time)	September 24, 2020, 10:00 am

\* This is a mandatory pre-bid meeting via teleconference. All Bidders who may wish to provide a Proposal must call in to this meeting. Bidders must notify MECA at [kshiers@omahameca.com](mailto:kshiers@omahameca.com) of their intention to attend this meeting no later than 2:00 pm September 16, 2020.

**2. Bidder Inquiries**

All inquiries regarding this RFP must be made in writing and addressed to [kshiers@omahameca.com](mailto:kshiers@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**

Two 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: Bid on Concrete Repairs  
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. If sending a bid electronically, email to: [RFP@omahameca.com](mailto:RFP@omahameca.com). Bid will not be accepted to a personal email box.

#### **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 incomplete or 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.

5.2 Termination

The Agreement is terminable by MECA upon minimum sixty (60) days written notice, without penalty or cause, at any time during the Agreement.

5.3 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.

5.3 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.

5.4 RFP and Bidder's Proposal

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

5.5 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.

5.6 Scope, Quality of Work Guarantee

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

5.7 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 are unsatisfactory, the Bidder shall replace the individual immediately or as mutually agreed upon.

5.8 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 CHIHCO, any sales tax collected must be reported to the State of Nebraska monthly. 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 will be responsible for providing all labor, tools, materials and equipment to remove and replace concrete in specified areas on the MECA campus. All workmanship and products must meet City of Omaha Standards.

Attachment B outlines the areas of the base bid and projects to receive work.

It is MECA's intention to award all Projects to one Bidder, although MECA reserves the option to award the bid to more than one Bidder.

MECA reserves the right to award the number of Base Bid Areas and Projects at its discretion. MECA reserves the right to change the quantity of square footage of each area at its discretion.

The successful Bidder will be required to field measure all awarded Projects. The square footage of each awarded Project will be based on the successful Bidder's field measurements at the unit prices submitted on the Proposal Form.

### **Timeline:**

- It is anticipated that a signed Purchase Agreement will be in place by October 13, 2020. Although MECA is not requesting that the successful Bidder work overtime to complete the work, it is expected that repairs will be made as quickly as possible and as weather permits. The successful Bidder must make every attempt to complete as much work as possible before November 1, 2020. MECA may schedule specific Projects to be completed after March 1, 2021. A specific timeline and specific Projects will be discussed with the successful Bidder.
- The successful Bidder shall schedule all work with MECA to avoid any conflicts with scheduled events.
- The successful Bidder must provide MECA a detailed schedule for completion of the Work.
- The successful Bidder must provide MECA weekly status reports with an updated schedule.

### **Specifications:**

- All workmanship and products must meet City of Omaha Standards.
- Concrete must be City of Omaha Type L65 and supplied by an NRMCA certified plant. The successful Bidder is required to coordinate all concrete testing with Olsson Associates prior to pours. MECA is responsible for the cost of testing. All pour slips and test results must be submitted to MECA to ensure that the quality of concrete meets necessary standards.
- The successful Bidder shall adhere to all codes, ordinances, or other regulatory requirements covering the scope of this project. City of Omaha Standard Plates apply, including but not limited to: 500-50, 500-52, 500-82, and 1000-03.
- The successful Bidder shall obtain all appropriate permits for the work.
- Completed areas must adhere to all building and ADAAG codes and regulations.
- Ramps and inserts shall be in conformance with the City of Omaha standard specifications.

- The successful Bidder will ensure that all concrete matches existing grades, slopes, joints, and patterns to adjacent areas that remain in place unless otherwise specified.
- When removing existing concrete, Bidder shall take special care to ensure straight and clean edges in all areas.
- Any necessary ground prep needs to be finished prior to pouring concrete (limestone) with a minimum rating of 4,000 PSI.
- Silane Siloxane Sealer (Aquapel Siloxane Sealer) must be applied to all new concrete areas.
- Expansion foam: ½” expansion foam must be installed as needed per City of Omaha specifications between any existing structures and sidewalks.
- Medium brush finish to match existing concrete.
- Sidewalks: Concrete for sidewalks must be SG65 or L6. Subgrade for sidewalks must be in accordance with Section 200 and constructed with Section 500. No sidewalk work shall be less than one complete panel. Contraction joints shall be scored to a minimum depth of T/4, where T is the sidewalk thickness.
- Concrete pavement joints: When two adjacent lanes are placed at the same time, the longitudinal joint common to both shall be the sawed type. The keyed type longitudinal joint shall be used when an adjacent lane is not placed at the same time.

**General Information:**

- The Bidder must protect all adjacent areas not receiving work under the project and repair any damage to these areas or damage to any MECA property will be at their own expense.
- The successful Bidder is responsible for locating all underground conduits, cables and other lines. The successful Bidder must communicate with MECA the identification of all underground conduits, cables and lines before commencing work.
- The successful Bidder is responsible for coordinating traffic blockings and/or street closures with the City of Omaha when required.
- The successful Bidder must remove all materials and debris from the premises. MECA will not provide dumpsters.
- The successful Bidder must provide enough safety and pedestrian barriers while work is in progress.
- The successful Bidder shall coordinate all required modifications of the existing electrical/data systems with MECA to remain fully functional throughout this project.

**Base Bid and Projects:**

For all projects listed in this RFP, Bidder is responsible for

- Saw cutting concrete
- Demo of concrete and hauling it off the premises
- Preparing sub-grade
- Providing, forming and pouring concrete
- Caulking and sealing the concrete
- Provide concrete as listed with each project
- Provide additional work as listed with each project

**Base Bid:**

Lot A/Club Entry, Area A

Sidewalk: 599 Sq Ft, 140 Linear Ft Saw Cut  
Remove/Replace 6" Concrete

Lot A/Club Entry, Area B

Sidewalk: ADA Ramp with Dome: 140 Sq Ft, 20 LF Saw Cut  
Remove/Replace 6" Concrete

Lot A/Club Entry, Area G

Concrete: 462 Sq Ft, 86 LF Saw Cut  
Remove/Replace 8" Concrete

Lot B, Area A

Sidewalk: 450 Sq Ft, 2 ADA Ramps with Domes, 46 LF Saw Cut  
Remove/Replace 6" Concrete

Lot B, Area B

Sidewalk: East Side of Approach- 240 Sq Ft, 8 LF Saw Cut; West Side of  
Approach- 160 Sq Ft, 8 LF Saw Cut  
Remove/Replace 6" Concrete

Lot B, Area D

Sidewalk: North ADA Ramp (No Dome): 72 Sq Ft,  
Sidewalk: South ADA Ramp (No Dome): 30 Sq Ft  
Remove/Replace 6" Concrete

Lot D, Area A

Sidewalk: East ADA Ramp (No Dome): 42 Sq Ft  
Sidewalk: West ADA Ramp (No Dome): 72 Sq Ft  
Remove/Replace 6" Concrete

Lot D, Area B

Sidewalk: 110 Sq Ft, 22 LF Saw Cut  
Remove/Replace 6" Concrete

Lot D, Area C

Sidewalk: 99 Sq Ft, 11 LF Saw Cut  
Remove/Replace 6" Concrete

Front Apron, Area A

Sidewalk: 1530 Sq Ft, 162 LF Saw Cut  
Remove/Replace 6" Concrete

Front Apron, Area B

Sidewalk: 995 Sq Ft, 180 LF Saw Cut  
Remove/Replace 6" Concrete

Front Apron, Area C

Sidewalk: 1340 Sq Ft, 188 LF Saw Cut  
Remove/Replace 6" Concrete

Front Apron, Area D

Sidewalk: 341 Sq Ft  
Concrete: 144 Sq Ft, 30 LF Integral Curb, 28 LF Curb and Gutter  
Remove/Replace 6" Concrete  
Remove/Replace 8" Concrete and Curbs

Loading Dock, Area A

Concrete: 338 Sq Ft, 78 LF Saw Cut  
Remove/Replace 8" Concrete

Loading Dock, Area B

Concrete: 1026 Sq Ft, 154 LF Saw Cut  
Remove/Replace 8" Concrete

Loading Dock, Area C

Concrete: 1658 Sq Ft, 219 LF Saw Cut, Re-stripe Stalls as Needed  
Remove/Replace 8" Concrete

Loading Dock, Area D

Sidewalk: ADA Ramp with Dome: 42 Sq Ft  
19 LF of 4-foot Curb and Gutter, 27 LF of Saw Cut  
Remove/Replace 6" Concrete and Curb

Loading Dock, Area E

Remove and Replace Stairs: 4 steps, 5-foot-wide; Remove & Salvage  
Handrail to Re-install  
Sidewalk: 578 Sq Ft, 27 LF Saw Cut  
Remove/Replace 6" Concrete

Plaza, Area A

Sidewalk: 200 Sq Ft, 60 LF Saw Cut  
Remove/Replace 6" Concrete

Plaza, Area B

Sidewalk: 116 Sq Ft, 60 LF Saw Cut  
Remove/Replace 6" Concrete

Plaza, Area C

Sidewalk: 100 Sq Ft, 40 LF Saw Cut  
Remove/Replace 6" Concrete

**Projects:**

1. Lot A/Club Entry, Area C  
Concrete: 660 Sq Ft, 142 LF Saw Cut  
Sidewalk: ADA Ramp with Dome, 56 Sq Ft, 8 LF Saw Cut  
Remove/Replace 8" & 6" Concrete
2. Lot A/Club Entry, Area D  
Sidewalk: 380 Sq Ft, 86 LF Saw Cut  
Remove/Replace 6" Concrete
3. Lot A/Club Entry, Area E  
Sidewalk: ADA Ramp with Dome: 100 Sq Ft, 10 LF Saw Cut  
Remove/Replace 6" Concrete
4. Lot A/Club Entry, Area F  
Concrete: 99 Sq Ft, 6 LF of Integral Curb, 40 LF Saw Cut  
Remove/Replace 8" Concrete and Curb
5. Lot A/Club Entry, Area H  
Sidewalk: 440 Sq Ft, 22 LF Saw Cut  
Remove/Replace 6" Concrete
6. Lot A/Club Entry, Area I  
Concrete: 1232 Sq Ft, 96 LF Saw Cut  
Remove/Replace 8" Concrete
7. Lot B, Area C:  
Sidewalk: 570 Sq Ft, 118 LF of Saw Cut  
Remove/Replace 6" Concrete
8. Lot B, Area E  
Concrete: West Area - 956 Sq Ft, 10 Feet Integral Curb, 188 LF; East Area - 832 Sq Ft, 198 LF Saw Cut; North Area - 1134 Sq Ft, 288 LF Saw Cut  
Remove/Replace 8" Concrete and Curb
9. Lot B, Area F  
Install Backer Rod and Caulk Joint: 15 LF  
Urethane or Polyurethane Caulking
10. Lot B, Area G  
Concrete: West Area- 459 Sq Ft, 9 Feet Integral Curb, 120 LF Saw Cut;  
East Area - 1635 Sq Ft, 194 LF Saw Cut  
Remove/Replace 8" Concrete and Curb
11. Lot D, Area D  
Sidewalk: 140 Sq Ft, 10 LF Saw Cut  
Remove/Replace 6" Concrete

12. Lot D, Area E  
Sidewalk: East Side-105 Sq Ft, 13 LF Curb and Gutter, 65 LF Saw Cut;  
Sidewalk by Sign-170 Sq Ft, 54 LF Saw Cut  
Remove/Replace 6" Concrete and Curb
13. Lot D, Area F  
Sidewalk: 336 Sq Ft, 42 LF Saw Cut  
Remove/Replace 6" Concrete
14. Lot D, Area G  
Concrete: 156 Sq Ft, 13 LF Integral Curb, 37 LF Saw Cut  
Remove/Replace 8" Concrete and Curb
15. Lot D, Area H  
Curb: 4 LF of Curb, 8 LF Saw Cut  
Remove/Replace Curb
16. Lot D, Area I  
Concrete: 117 Sq Ft, 16 LF of Integral Curb, 62 LF Saw Cut  
Remove/Replace 8" Concrete and Curb
17. Lot D, Area J  
Concrete: 221 Sq Ft, 10 LF of Integral Curb, 60 LF Saw Cut  
Remove/Replace 8" Concrete and Curb
18. Lot D, Area K  
Concrete 168 Sq Ft, 10 LF of Integral Curb, 74 LF Saw Cut  
Remove/Replace 8" Concrete and Curb

### **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. Attachment A - Proposal Form**

Attachment A – Proposal Form, must be completed, signed and submitted as the first page of the Proposal. Proposal must include all costs associated with a complete, turn-key project.

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

The Bidder should provide information about the company, including the following information:

- A. Company name, address, telephone number and contact person.
- B. Brief company history, which can be in the form of a company brochure.

#### **3. Subcontractors**

In order that MECA may be assured that only qualified and competent subcontractors will be retained for the service, each 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**

Bidders shall supply a list of three references that you have provided similar product/service for, including names and telephone numbers of the customer's contact person. Provide a brief description of product/service for each reference listed.

**5. Warranty and Support Information**

Bidders must provide warranty information for equipment and services.

**6. Deviations from Scope of Project**

Bidders must document all deviations from the specifications outlined in the Scope of Project in Part II.

**7. Contractual Terms and Conditions**

The 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.

**8. Bidder's Nebraska Contractor Option Number**

Bidder must indicate their Nebraska Contractor Option number (1, 2 or 3) on Attachment A – Proposal Form. 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.