

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY
REQUEST FOR PROPOSAL 22015
ARENA AND EXHIBIT HALL FLOOR REPAIR
SEPTEMBER 17, 2021**

PART I - INTRODUCTION

The Metropolitan Entertainment & Convention Authority (“MECA”) is requesting proposals from qualified organizations interested in performing all services necessary to remove rust and acid stains on the arena and exhibit hall floors in the convention center at CHI Health Center Omaha (“CHIHCO”). MECA is responsible for managing the operations of the Facility.

The Facility is located in downtown Omaha, NE. The CHIHCO facility contains more than 1,000,000 sq. ft. of space including a 194,000 sq. ft. exhibition hall, over 63,000 sq. ft. of meeting space, 42,000 sq. ft of pre-function area and up to a 18,300 seat arena.

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 17, 2021
* MANDATORY Pre-bid Meeting	Thursday, September 23, 2021, 11:00 am
Final Questions	Tuesday, September 28, 2021, 11:00 am
Due/Public Opening (time)	Thursday, September 30, 2021, 11:00 am

* 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 kshiers@omahameca.com of their intention to attend this meeting no later than 11:00 am September 22, 2021.

2. Bidder Inquiries

All inquiries regarding this RFP must be made in writing and addressed to 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

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: Bid on Arena and Ex Hall Floor Repairs
455 North 10th 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 Service Agreement and Payment

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

Payment terms will be Net 30 days from installation and acceptance by MECA.

5.2 Insurance

The successful Bidder must provide evidence of the following types of insurance:

Commercial General Liability Insurance (including personal injury, contractual liability and products 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, \$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, 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

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, Successful Bidder shall furnish to MECA certificates of insurance (or copies of policies, if required by MECA). Such certificates shall name MECA and the City of Omaha as additional insureds, 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 CHIHCO, 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, tools, materials, and equipment necessary to perform and complete all aspects of the work outlined in this RFP. This includes grinding and honing areas of concrete in the arena and exhibit halls

at CHIHCO which have rust and acid stains and applying NeverStrip Floor Coating Micron Polish System where applicable.

The successful Bidder will be required to field measure the area prior to ordering product. For the purpose of submitting a proposal for this RFP, pricing must be based upon the square footage designated on Attachment A – Proposal Form. Unit prices submitted in the successful Bidder's proposal form will apply.

Alternates to the NeverStrip Floor Coating Mircon Polish will be considered. The preferred product provides a highly natural, micron thin, clear appearance, while protecting the surface of the concrete from stains, acids, and overall abuse. Alternates must have a minimum one-year warranty. Bidder must submit detailed specification sheets and photos in their proposal if proposing Alternate product. Bidder must be trained or certified by the manufacturer of their proposed product.

Process:

Bidders must submit their suggested process which achieves the current results of the two (2) test areas. The two (2) test areas were achieved through the following process:

- 1) Apply concrete Singerman Labs Concrete Rust Remover to effected areas
 - Severe areas of rust not removed with Singerman Labs product will require grinding with 70 Grit copper/diamond shoe prior to step 2
- 2) Rinse and hone area with neutral cleaner (Viper 7) using auto scrubber equipped with 400 Grit Diamond Pad
- 3) Apply Neverstrip Concrete Sealer to cleaned areas that have been specified as receiving sealer
 - Modify the pads being used and/or the process to help blend the areas receiving sealer as best as possible to existing finish.

Exhibit Hall Work

- Approximate Square Footage: 900 square feet (total of multiple areas)
- Areas of rust and acid stain must follow the above steps.
- NeverStrip Floor Coating Micron Polish System was applied on the floor within the last 5 years. The re-application of sealer to the affected areas is required as a part of the Base Bid.

Bidder must follow manufacturer specifications when applying product.

Arena Work:

- Approximate Square Footage: 4,500 square feet (total of multiple areas)
- Areas of rust and acid stain must follow the above steps.
- The base bid does not include application of a sealer.

Option 1: Bidders are to provide a cost for applying NeverStrip Floor Coating Micron Polish System to the entire arena floor which is approximately 17,000 square feet. Alternates will be considered.

Timeline and Scheduling:

All work must be scheduled with MECA to accommodate the event schedule. This may require that the work be completed in phases (between events), which may cause the timeframe to span over several weeks. Although MECA is not requesting that the successful Bidder work overtime to complete the work, it is expected that work will be done as quickly as possible.

The successful Bidder must provide MECA a detailed schedule for completion of the Work.

The successful Bidder must provide MECA weekly status reports with and updated schedule.

The successful Bidder must provide MECA the name and cell phone number of the lead installer that will be on site every day.

General Information:

The successful Bidder must protect all adjacent areas not receiving work under the project and is responsible for repairing any damage to these areas. The areas immediately adjacent not receiving work include but are not limited to columns, doors, walls, and floor boxes.

MECA will be responsible for cleaning all flooring of debris, oil, grease, dirt, etc. prior to the successful Bidder commencing work in each area. This cleaning will be done with a scrubber.

MECA will supply all required power for the equipment used within the project.

The successful Bidder must remove all materials and debris from the premises during and upon completion of the Work. MECA will not provide dumpsters.

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.

Detailed specification sheets and photos must be supplied for all products being used.

2. Company Profile

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

Bidder shall supply a list of three references that you have provided similar services for, including names and telephone numbers of the customer's contact person. Provide the name of the product for each reference listed and the approximate square footage.

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. Warranty Information

Bidder must provide warranty information for proposed product.
Bidder must provide warranty information for workmanship.

7. Deviations from Scope of Project

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

8. 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.

9. Bidder's Nebraska Contractor Option Number.

Bidder must indicate their Nebraska Contractor Option number on the Bid 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.