

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY  
REQUEST FOR PROPOSAL 21013  
Stationery Printing  
December 3, 2020**

**PART I - INTRODUCTION**

The Metropolitan Entertainment & Convention Authority (“MECA”) is requesting proposals from qualified organizations interested in performing all services necessary to print stationery items for MECA managed facilities. These Facilities currently include CHI Health Center Omaha (“CHIHCO”), TD Ameritrade Park Omaha (“TDAPO”), and The Riverfront, collectively, the “Facilities”. MECA is responsible for managing the operations of these Facilities.

**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	December 3, 2020
Final Questions	December 8, 2020, 10:00 a.m.
Due/Public Opening	December 10, 2020, 10:00 a.m.

**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**

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: Stationery Printing  
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. 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 Term

The initial term of this Agreement shall be for one (1) year beginning January 1, 2021, unless terminated sooner as hereinafter provided.

In addition to the initial term hereof and at the sole discretion of MECA, the Agreement may be renewed for three (3) successive twelve (12) month renewal periods. MECA agrees to exercise its option by providing written notice to Vendor no less than thirty (30) calendar days prior to the end of the then current term.

Any price increase for each renewal term shall be no more than three percent.

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 Facilities), 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 Facilities, 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 Facilities 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 Facilities 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 Facilities 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 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 Facilities 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**

### **Overview**

The successful bidder is responsible for printing MECA's stationery. Items requested may include, but are not limited to business cards, envelopes, letterhead and mailing labels. Orders will be placed on an "as needed" basis.

The initial artwork will be provided by MECA in a PDF or EPS format.

All items must be printed. Photocopies will not be accepted for any item.

The artwork must be in a Four-Color Process: Cyan, Magenta, Yellow and Black (CMYK) values. The final products printed in CMYK must match Pantone colors as listed:

**CHI Health Center Omaha**

Description	Pantone	C	M	Y	K
Dark Blue	Dark Blue	100	75	0	0
Aqua	305	54	0	6	0
Teal	7711	98	0	28	4
Light Green	369	68	0	100	0

**TD Ameritrade Park Omaha**

Description	Pantone	C	M	Y	K
Bright Green	361	69	0	100	0
Dark Green	5535	66	0	57	82

**The RiverFront:**

Description	Pantone	C	M	Y	K
Light Green	376	54	0	100	0
Dark Green	7741	76	4	100	21
Aqua	7710	81	0	23	0
Royal Blue	2747	100	95	0	16

**MECA**

Black only

The Successful Bidder will be required to receive and edit items electronically from MECA in pdf or eps formats to make minor formatting only changes before printing. For instance; name changes on business cards and letterhead. Once the changes have been completed, the Successful Bidder will email a final layout with actual size and colors in a PDF file to MECA for review and approval.

All stationery items must have an approval from MECA before printing begins.

Attachment B provides sample layouts of each requested stationery item. Below are additional details for each item.

1. **Business Cards**  
4-Color Process (CMYK)  
Size: 3 ½" x 2"  
One-Sided, No Bleeds, Uncoated, Matte Finish  
Paper Color: White  
Paper Weight: 100 lb Accent Opaque Cover

2. No. 10 Envelopes  
Front: Black  
Back Flap: 4-Color Process (CMYK)  
Commercial Size #10 – 4 1/8" x 9 1/2"  
Paper Color: White Wove  
Paper Weight: 24 lb
3. No. 10 Window Envelopes  
Front: Black  
Back Flap: 4-Color Process (CMYK)  
Commercial Size #10 – 4 1/8" x 9 1/2"  
Window size: 1 1/8" x 4 1/2", positioned 7/8" from left, 1/2" from bottom  
Paper Color: White Wove  
Paper Weight: 24 lb
4. Letterhead  
4-Color Process (CMYK)  
Size: 8 1/2" x 11"  
One-Sided, No Bleeds  
Paper Color: White  
Paper Weight: 70lb Accent Opaque Text
5. Letterhead with Board Member Names  
4-Color Process (CMYK)  
Size: 8 1/2" x 11"  
One-Sided, No Bleeds  
Paper Color: White  
Paper Weight: 70lb Accent Opaque Text
6. Blank Letterhead (no printing, just the paper)  
Paper Color: White  
Paper Weight: 70lb Accent Opaque Text
7. Note Cards  
4-Color Process  
One-Sided, No Bleeds  
Size: 4 1/4" x 5 1/2"  
Paper Color: White  
Paper Weight: 80lb Accent Opaque Cover
8. Note Card Envelopes  
Front: Black  
Back Flap: 4-Color Process (CMYK)  
Size: 4 3/8" x 5 3/4" (A2)  
Paper Color: White Wove  
Paper Weight: 24 lb  
Flap: square
9. Comment Cards  
Black only  
One-Sided, No Bleeds

Size: 5" x 3"  
Paper Color: White  
Paper Weight: 80lb Accent Opaque Cover

10. Incident Cards

Black Only  
Two-Sided, No Bleeds  
Size: 5" x 3"  
Paper Color: White  
Paper Weight: 80lb Accent Opaque Cover

All stationery items will only be of commercially accepted quality; properly aligned, straight cuts, no fading, smearing, no quantity shortage, correct contrast and color, and packaged in a way to protect the documents from damage in transit. At any time, any material found of unacceptable quality will be corrected immediately at no cost to MECA.

MECA will not accept material if it contains errors that were previously noted by MECA for correction.

Bid Pricing must include the cost of all proofs to be approved by MECA prior to final print. This cost shall be included in the proof cost listed on Attachment A – Proposal Form.

The Successful Bidder must have dedicated Customer Service Representatives available Monday through Friday, 8 a.m. – 5 p.m. to handle orders by e-mail, fax or phone.

The Successful Bidder must provide a sample of each printed stationery item for the bid.

MECA will order business cards in quantities of 250 per box. When three or more boxes are ordered, MECA shall receive a volume discount.

**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 deliverable product.

**2. Company Profile**

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

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

**3. 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.

**4. Project Narrative**

For Scope of Project listed in Part II, Bidder shall provide detailed information including proofs and turnaround time for items being printed.

**5. Paper Samples**

Bidders must submit a sample of the paper for each item and label each paper sample with name, type and weight.

**6. Warranty and Support Information**

Bidders must provide warranty information for equipment and services.

**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.