

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY
REQUEST FOR PROPOSAL
CARPET REPLACEMENT
CHI HEALTH CENTER OMAHA
MARCH 9, 2023**

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 carpeting in the convention center at CHI Health Center Omaha (“CHIHCO”).

The Facility is located in downtown Omaha, NE. CHIHCO 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 18,000 seat arena. MECA is responsible for managing the operations of CHIHCO.

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 (times listed are CST):

RFP Issued	Thursday, March 9, 2023
* MANDATORY Pre-bid Meeting	Wednesday, March 15, 2023, 10:00am
Final Questions	Tuesday, March 21, 2023, 2:00pm
Due/Public Opening	Wednesday, March 29, 2023, 10:00am

* 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, attention Krystal Shiers at kshiers@omahameca.com of their intention to attend this meeting no later than 2:00 pm, March 14, 2023.

2. Bidder Inquiries

All inquiries regarding this RFP must be made in writing via e-mail at 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

One printed copy 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 Carpet Replacement 23039
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. When sending electronically, please email: RFP@omahameca.com. Bids will not be accepted delivered 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 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 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 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 Facilities.

The Bidder shall be responsible for all actions of its employees, while they are assigned to the Facilities. 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 Facilities 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 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

This project is to remove existing carpet, transition strips, and wall base (if necessary), supply and professionally install new carpet, appropriate transition strips and similar wall base to existing (if necessary) in the convention center at CHIHCO. Bidder is responsible for providing all materials, supplies, labor and equipment necessary to perform and complete all aspects of the work for a full and complete carpet removal and installation.

The new carpet must be the exact manufacturer and design as specified below. Alternates will not be accepted. All carpet must come from the same die lot for each Job/Item listed below.

1. Carpet Specifications

Bidder must supply approximately 21,160 square yards of carpet. All carpet is manufactured by Tarkett.

- Job/Item CPT-1, Tarkett Iso 04536 Powerbond Cushion RS color by owner
 - Quantity: 6710 square yards
 - 6,100 square yards for installation, plus 610 square yards for attic stock
 - Location: Field carpet for Grand Hall, Grand Staircase landings, Meeting Room Level Hallway
 - No T Seams, butt seams must be staggered.

- Job/Item CPT-2a, Tarkett Thread Craft 11569 Powerbond Cushion RS color by owner
 - Quantity: 2450 square yards
 - 2225 square yards for installation, plus 225 square yards for attic stock
 - Location: Accent and border carpet for Grand Ballroom, Prefunctions, Junior Ballroom, & Meeting Level Hallway. Field carpet for Level 1 ticket booths and office areas and Level 2 coat check, office, and elevators.

- Job/Item CPT-2b, Tarkett Thread Craft 11569 Powerbond Cushion Non-RS color by owner
 - Quantity: 890 square yards
 - 810 square yards for installation, plus 80 square yards for attic stock
 - Location: Field carpet for Grand Stair-stairs only (landing to be CPT-1), North and South Stairwells-stairs and landings
 - Brush grade contact adhesive to be used for stair riser and tread. Tarkett C-16E to be used as adhesive for landings.

- Job/Item CPT-3, Tarkett Continuum 11328 Powerbond Cushion RS color by owner
 - Quantity: 3300 square yards
 - 3000 square yards for installation, plus 300 square yards for attic stock
 - Location: Field carpet for Meeting Rooms

- Job/Item CPT-4, Tarkett Angulate 04655 Powerbond Cushion RS color by owner
 - Quantity: 7,810 square yards
 - 7,100 square yards for installation, plus 710 square yards for attic stock
 - Location: Field carpet for Grand Ballroom, Grand Ballroom Prefunction, and Junior Ballroom
 - Vertical and Horizontal pattern match required. Roles must be installed in sequence.

2. Base and Reducer Specifications

- Job/Item Vinyl Base, Tarkett Traditional 4" Vinyl Wall Base toeless (CBT-XX-4), color by owner
 - Quantity: 1680 linear feet (LF)
 - 1,560 LF for installation, plus 120 LF for attic stock
 - Location: Level 1 ticket booths and office areas and Level 2 coat check and office.

- Job/Item Reducer, Tarkett Carpet Edge Reducer (EG-XX-G), color by owner
 - Quantity: 336 linear feet (LF)
 - 324 LF for installation, plus 12 LF for attic stock
 - Location: All Level 1 carpet to concrete conditions. Level 2 carpet to concrete at storage areas, utility closets and stairways leading above Junior Ballroom.

- Job/Item Reducer, Tarkett Carpet Edge Reducer (CTA-XX-JL), color by owner
 - Quantity: 168 linear feet of CTA-XX-JL
 - 156 LF for installation, plus 12 LF for attic stock
 - Location: All Level 2 carpet to concrete conditions leading from service hallway into rooms and prefunctions

- Job/Item Leveling Strips, Tarkett Subfloor Leveler System (LS-40 F), color by owner
 - Quantity: 384 LF
 - 384 LF for installation (at to create smooth transition)
 - Location: All carpet to tile conditions

The quantities listed above are based upon measurements obtained from Tarkett. Before a Purchase Agreement is signed, the successful Bidder will be required to measure the areas for exact square yardage/quantities for each style of carpet as

well as LF of vinyl base and reducers. The Purchase Agreement will be based on the square yardage required as determined by the successful Bidder and approved by MECA.

The quantities listed above include allowances for waste due to cuts as determined by the manufacturer.

The quantities listed above include 10 percent attic stock for each style of carpet, vinyl wall base, & edge reducer.

Bidder must lay the five types of carpet listed above in the same design and pattern as the current carpet. Drawings will be distributed at the Pre-bid Meeting.

3. Removal of Existing Carpet

Bidder is responsible for the removal and disposal of the existing carpet and transition strips. Bidder may use MECA dumpsters. The existing carpet is glued directly to concrete. Extra care must be taken so that adjacent areas, including granite and ceramic tiles and wall surfaces, are protected from any damage. Any necessary repairs and/or replacements due to damage that occurs are the responsibility of the awarded contractor.

4. Removal and Replacement of Existing Tile

Granite tile is used in most areas as a wall base. In other areas, the existing carpet butts up to floor tile or concrete. Only if necessary, the Bidder may remove and replace existing tile in a fashion that will not break or mar the existing tile, the tile to be removed, the surrounding tile, or walls.

Any tile that is removed must be re-used. Bidder is responsible for safely storing the removed tile until it is re-installed.

5. Floor Preparation

After removal of existing carpet, including any and all existing glue, the floor must be prepared to receive the new carpet in accordance with the manufacturer's recommendation.

6. Installation of Carpet

Bidder is responsible for the professional installation of the carpet. Bidder must lift, place carpet under, and re-use the stainless steel expansion joint covers, where applicable. The carpet must be glued to the floor with manufacturer's recommended adhesive in all areas.

- Tarkett Powerbond Cushion RS installation with Tarkett C-36E Primer.
- Tarkett Seam Weld 54 and Seam Cleaner 77 must be used with Powerbond Cushion (RS and Non-RS) installations.
- C-16E Adhesive must be used with Powerbond Cushion Non-RS installations and recommended for perimeter of Powerbond Cushion RS installations.

7. Timeline of Installation

All work must be scheduled with MECA to accommodate the event schedule. This project will likely require flexible work schedules, with some work scheduled on evenings and weekends. This will be discussed further during the pre-bid meeting.

This project may require that the work be completed in phases and during a timeframe that spans over several months. Although this is not desirable, it is possible that the event schedule will require it.

8. Storage of Carpet Prior to and During Installation Period

Bidder is responsible for the secure storage and the cost of storage after delivery of the product and during the installation period. Storage area must be humidity controlled. Storage is not available at CHIHCO.

9. Cleanup of Area During Installation and Upon Completion

Bidder is responsible for keeping work areas in a safe, neat and tidy manner. Dust must be kept to a minimum. If separate installation periods are necessary, all equipment and materials must be removed from the facility in between such periods unless other arrangements are approved by MECA. Bidder is responsible for protecting surrounding workspaces from damage. Bidder is responsible for cleaning work area upon completion of each section and/or room.

10. Post Installation Follow-up Service

A walk-thru and inspection of the carpeted areas must be conducted upon completion of installation, 30 days after installation, and again 90 days after installation. If noted during such inspections, all wrinkling must be removed, all fraying must be repaired, and all carpet and tile must be securely adhered, with special attention to edges and seams. Repairs must be made as soon as possible upon identification.

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 installation.

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.
- C. Local service capabilities. Hours of operation and number of full-time installers.

- D. Bidder shall include any other additional literature, brochures, policy statements, or other information that will assist in providing a more complete overview of the Firm's strategies and philosophy.
- E. Other benefits: Bidder may describe any other benefits available, including experience or training of Durkan carpet installers.

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 three references of projects involving Tarkett Carpet installation similar to the scope of work outlined in Part II. References must be for projects requiring the installation of Tarkett Carpet with a large pattern (a minimum of three feet pattern repeat), covering a minimum of 1000 square yards, carpet layout requires curved cuts, piecing curved cuts and working within time constraints. Photos of installer's workmanship are required.

The list of references must include the company name and current telephone number of the customer's contact person, plus a brief description of the work performed (repeat pattern information, curved cuts/layout, timeline constraints, other unique challenges that required expertise.)

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 Narrative

For Scope of Project listed in Part II, Bidder shall provide detailed timeline for completing the work based upon a purchase agreement being executed on April 12, 2023. The timeline must include delivery of carpet and installation per room/section.

Bidder must base their timeline upon the preliminary work calendar presented in the pre-bid meeting. Bidder understands the work calendar is subject to change and that MECA will give as much notice as possible of changes to the work calendar.

7. Warranty and Support Information

Bidders must provide warranty information for equipment and, including manufacturer's warranty and contractor's warranty.

8. Deviations from Scope of Project

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

9. 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.

10. 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.

11. Bid Bond

Bidders shall submit their bid with cash, certified check or bid bond, in amount of 5 percent of the total bid. Bid bond shall be on AIA Document A310, duly executed by Bidder as principle and having a surety thereon, by company authorized to issue bond. Agent signing bid bond must file with bond; certified and effectively dated copy of power of attorney showing any limitation in regard to total amount for which any single bond can be issued.

12. Payment Performance Bond

Bidders shall provide in their proposal confirmation from their surety company that they will be able to provide a payment performance bond meeting the following:

The successful Bidder shall furnish bonds to MECA covering faithful performance of the contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the contract documents on the date of execution of the contract.

- A. Use American Institute of Architect document A312 Performance Bond and A312 Labor and Material Payment Bond, most current edition.
- B. Provide an amount equal to 100 percent of contract sum. Provide surety on such bonds licensed to do business in the State of Nebraska. Write bonds in favor of MECA.
- C. The successful Bidder shall require attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of power of attorney.
- D. The successful Bidder shall deliver required bonds to MECA no later than three business days following date of contract is entered into, or if Work is commenced prior thereto in response to a letter of intent, the successful Bidder shall, prior to commencement of work, submit evidence satisfactory to MECA that such bonds shall be furnished.
- E. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the successful Bidder shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- F. The successful Bidder shall keep surety informed of progress of work, and where necessary, obtain surety's consent to, or waiver of: (1) notice of changes in the work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other information required by surety.