

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY
REQUEST FOR PROPOSAL 24035
WEBSITE REDESIGN
FEBRUARY 8, 2024**

PART I - INTRODUCTION

The Metropolitan Entertainment & Convention Authority (“MECA”) is requesting proposals from qualified organizations interested in performing all services to enhance our three existing websites for MECA managed Facilities. These Facilities currently include CHI Health Center Omaha (“CHIHCO”) and Charles Schwab Field Omaha (“CSFO”), collectively, the “Facilities”. MECA is responsible for managing the operations of these Facilities.

The Facilities are located in downtown Omaha, NE. The CHIHCO Facilities contain 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. CSFO overall is 494,397 square feet (excluding playing field) and includes a 24,500 seating bowl.

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	Thursday, February 8, 2024
* MANDATORY Pre-bid Meeting	Monday, February 19, 2024, at 1:00pm
Final Questions	Tuesday, February 27, 2024, at 2:00pm
Due/Public Opening	Tuesday, March 12, 2024, at 11:00am
Post Bid Interviews (if needed)	Scheduled the week of March 18, 2024

* This is a mandatory pre-bid meeting. All Bidders who may wish to provide a Proposal must participate in this virtual meeting. A meeting link will be provided to those who wish to participate. Bidders must notify MECA at kshiers@omahameca.com of their intention to attend this meeting no later than 2:00 pm February 12, 2024.

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: Bid on Website Redesign 24035
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 Termination

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

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.

5.4 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 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.

5.5 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 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.

5.7 Scope, Quality of Work Guarantee

The successful Bidder shall furnish all equipment, labor, and personnel 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 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.

5.9 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 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

The scope of this project is to modernize and redesign three existing websites. The website for MECA will have specific key features and a unique format that will be carried through to the main pages of each Facilities website. Specific applications, software and/or functionalities incorporated into the current websites must be retained and incorporated into redesigned websites.

The CHI Health Center Omaha (“CHIHCO”) website caters to two different audiences – arena/concert-attendees and those who are planning an event at the convention center. The CHIHCO website needs to cater to both audiences through the sub-navigation of those two tabs without favoring one over the other on the main page. Overall, the convention center tab will be more content-focused. Integrating both arena and convention center events and content into the homepage aesthetic should be explored.

Before the pre-bid meeting as indicated in Part 1, Section 1, please be familiar with each of the following websites:

www.CHIHealthCenterOmaha.com
www.CharlesSchwabFieldOmaha.com
www.OmahaMeca.com

Attachment B provides Bidders the direction via sitemaps of the look and feel of the pages' layouts where we want the websites to go.

The proposed designs must meet the following criteria:

- A) Visually appealing: The websites must be graphics/image focused limiting necessity of text and incorporate appealing colors. The branding and colors of Facility logos and team logos must be retained.
- B) Consistent Design: A portion of the homepage containing the key features of each website must have a consistent look and feel. The Facility logo and building imagery must have prominent placement on each page of each Facility's website. MECA may provide building, event and concert photos. MECA logo must appear on each Facility homepage in the same location.

- C) Fast Loading Pages: The website must be designed such that each page loads in less than three (3) seconds on an average computer.
- D) Easy to Navigate: The site should be easy to navigate. The information should be grouped and presented in a logical manner and require no more than three (3) levels of pages for a user to find desired information.
- E) All web pages must be centered with a fixed width (See ESPN.com as an example).
- F) Websites must be designed and constructed to properly display on various browsers and platforms, including Firefox, Chrome, Internet Explorer, and Safari and mobile devices (cell phones and tablets).
- G) The construction and designs of the websites and all web pages must meet all ADA code requirements and standards.
- H) Mobile friendly: Sites must be optimized and fully support mobile standards and effectively convert into a microsite when accessed on mobile devices. Guests must be able to access the same amount of information on their phones as they can on a desktop computer. We prefer the mobile site to continue the image-heavy theme and make it easy for guests to find the information they need easily, even though they are using a smaller screen through the use of pictures, tiles or similar. Over half our site visitors access our page (and especially our events calendar) on mobile, so it's very important that their experience is a positive one.
- I) Create immediacy: Sites should include an interactive and potentially temporary feature(s) that may be launched to help with the promotion of event announcements, ticket sales or drive traffic for other significant items.
- J) Along with building imagery, it is desired to incorporate imagery of downtown Omaha to provide a reference of understanding for Facility location(s), given their urban environment. Images or tiles should be visually appealing, exploring symmetry and ease of navigation.

Current Information

All information within MECA's current websites must be incorporated into the updated and redesigned websites along with additional information MECA deems essential. MECA will provide necessary written content for all websites.

1. Essential Components/Key Features for Homepages of Each Facility Website

- A) Five to six navigation buttons grouped together which will provide navigation among the three websites. This group will be consistent and will carry through to all pages of all websites. Bidders are free to change the location of this group of navigation buttons.

- B) The homepage for CHI Health Center Omaha should accommodate two “calendars” – one for the Convention Center and one for the Arena. This may be accomplished through tiles, imagery or otherwise; a traditional, monthly calendar must also be accessible within immediate navigation.
 - C) Links, feeds to Facebook, Twitter and Instagram.
 - D) MECA logo, plus other Facility Logos or names in the same location on each website.
 - E) Search Engine button, in same location on each website.
 - F) Room for adding “specialized” buttons, drop downs or alerts for periodic special events or other information.
 - G) Other opportunities to add widgets/plug-ins such as live traffic updates and forms.
 - H) “Home of” link somewhere on page to link to Creighton and Men’s College World Series.
 - I) Location on main page to sign up for emails/newsletters.
 - J) Career opportunities link, which should maintain a prominent position on the website; one navigation click throughout the site, on a top menu or otherwise.
 - K) CHI Health Center Omaha link located somewhere in sitemap at bottom of page.
2. Essential Components/Key Features for subpages
- A) Six to eight navigation buttons grouped together. This group will be specific to each Facility and will provide navigation within that Facility’s website. See Attachment for an example. Bidders are free to change the location of this group of navigation buttons.
 - B) Ability to change sub-navigation pages whenever needed.
 - C) Ability to click on an event within calendars for information specific to the event, including a link to Ticketmaster.
 - D) Ticketing information, for events specific to each Facility.
 - E) Scroll of upcoming events, for events specific to each Facility. In at least one instance, an event list must be laid out as a complete list and not sectioned off month-to-month; this may or may not exist independently of page(s) promoting immediately upcoming events.
 - F) Media player for video clips, including both audio and video capabilities; this is especially significant for the Convention Center, which has “virtual tour” videos.

G) Email notification service:

- a. A Registration/Sign-up page that includes a database for email notifications of upcoming events to include: Name, Address, email, etc.
- b. Ability for users to choose categories to receive notifications (i.e. concerts, family events, sporting events, etc.).
- c. Automatic email reply to user verifying successful sign-up.
- d. Ability to export from the database to merge with current notification list(s).
- e. Ability to export based on given criteria (email, name, date ranges, etc.).

H) Team logos specific to the Facility (i.e.: CU Basketball and CU Baseball to Stadium) that link back to the teams' websites.

3. Essential Components/Key Features for CHIHCO

Please refer to www.CHIHealthCenterOmaha.com and to the proposed sitemap in Attachment B for information specific to CHI Health Center. Information within the CHIHCO website is divided into two sections: the Convention Center and the Arena.

- Calendar of Events – EventBooking.com
 - The calendar of events for the Arena currently incorporates a software program from EventBooking.com. Support for XML feeds from EventBooking.com must be retained and must be incorporated into the updated website. (Refer to the calendar button in the Arena section of the website.)
- Calendar of Events – Momentus
 - The calendar of events for the Convention Center currently is populated by querying the Momentus software. Support for XML feeds must be retained and the ability to query Momentus must be incorporated into the updated websites.
- Secure Payment Portal - Momentus
 - The link for the online ordering must remain fully functional, which is part of our operational software, Momentus. The current online ordering form can be found at:

<https://meca.ungerboeck.net/prod/app85.cshtml?AppCode=COE&CC=1&OrgCode=10>

4. Essential Components/Key Features for the Stadium

Please refer to www.charlesschwabfieldomaha.com and the sitemap in Attachment B for information specific to Stadium.

5. Examples of Other Websites

MECA has viewed websites that we deem are aesthetically pleasing or contain features that are desirable.

Example of site incorporating several Facilities:

<http://www.iowaeventscenter.com/>

We mainly enjoy the main navigation of this page. The company logo is in the middle with separate arena and convention center tabs, which may be one options for giving equal attention to both aspects of the company.

Arena:

<https://www.msg.com/madison-square-garden>

This website requires minimal text and relies largely on imagery to “tell its story”, allowing visitors to easily navigate throughout. Identifying shows is straightforward; options to access tickets and “plan ahead” are readily available. Additionally, their microsite is among the best of competitive venues, condensing in a logical yet easy-to-read format for mobile users.

<https://www.targetcenter.com/>

This website’s look and design is also preferable. The immediate image highlights important upcoming events, and other events may be seen through the utilization of image tiles and interactive widgets at the bottom of the page. Identification of parking and social media updates is important for this audience, and this website demonstrates an effective means of display.

<https://www.visitomaha.com/>

The search bar on this page specifically is very helpful and works well. We want to make sure that no matter what they search, the engine does a great job of placing those guests where they need to go on our website. All of these images transfer nicely to the mobile viewers without losing any of the main content.

Convention Center:

<https://www.austinconventioncenter.com/>

This website maintains a clean overall look with obvious menu selections at the top of the page and is generally inviting to visitors. The Convention Center team also likes that the Request for Proposal is easily identified. Moving imagery helps to demonstrate the diversity of the space.

<https://www.bransoncc.com/>

The invitation to “book an event” is apparent within this website, along with providing access to information about staff, their facilities by utilizing a small thumbnail in their dropdown menu. This demonstrates an innovation in helping visitors navigate different sections of the website but would not necessarily need to be replicated.

Other Examples:

<https://www.duke-energycenter.com/>

<https://www.icclos.com/>

<https://www.spokanecenter.com/>

In general, the Convention Center is interested in more visual representation and obvious navigation for RFP submittals and event booking inquiries.

6. Content Management System

This project requires the implementation of a full Content Management System (“CMS”) to allow MECA to easily add, edit and remove pages and content (text, photos and graphics) for the site through a web-based, secure administrative area. The CMS must allow for multiple users with full tracking of which user added, edited, or removed content.

7. Development Site

Bidder must install and maintain a development website that MECA can access to test proposed changes. This development site must be an exact replica of the live websites. MECA should be able to make and view changes before those changes go live. The possibility to schedule changes is also desired.

8. Hosting Services

Websites and CMS will be hosted by Kinsta. Hosting service proposals will not be accepted.

9. Domain Names

MECA currently owns the domain names for each of the websites, in addition to several variations of each address.

10. Miscellaneous

- A) Internet Service is not included in this RFP and will not be included in the Service Agreement. Lumen is our current Internet Service Provider.
- B) Once the website has been completed and accepted by MECA, the website design and all of its contents become the property of MECA.

11. Provided by MECA

- A) Text content, MECA logo, Facility logos, Team logos, select event photos, select building photos.
- B) Online calendar of events and service order processing software.
- C) Webserver and Internet connectivity.

Additional Information

When the functionality of any Products is reliant upon licensed software or firmware incorporated therein or associated therewith, Vendor shall ensure that MECA is provided, together with the Products, with perpetual, irrevocable, and royalty-free licenses for all such software and firmware. No such license may require that derivative works be provided to the licensor or permit that derivative works be used, redistributed, or modified by licensor. Any software or firmware shall be (i) free of viruses or intentionally disabling code, and (ii) free of “keys” or “time-locks” or other devices that could interfere with uninterrupted and unfettered use of such software. Each such license is to entitle MECA to receive all updates and revisions (i) indefinitely, without charge, when Vendor or an affiliate of Vendor is the licensor; and (ii) when Vendor or an affiliate of Vendor is not the licensor, for at least two (2) years from delivery of the applicable Products without charge, and thereafter at a reasonable charge that is no greater than applicable to other licensees.

Any licensing, plug-ins, or subscriptions required for the website shall be registered under MECA.

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.

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. 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. Timeline

For Scope of Project listed in Part II, Bidder shall provide detailed information regarding the timeline for completing the website including any project milestones.

7. Warranty and Support Information

Bidders must provide warranty information for equipment and services.

8. Deviations from Scope of Project

Bidders must document any and 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.