

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY
REQUEST FOR PROPOSAL 25001
EVENT & PRESS LEVEL CARPET REPLACEMENT
APRIL 12, 2024**

PART I - INTRODUCTION

The Metropolitan Entertainment & Convention Authority (“MECA”) is requesting proposals from qualified organizations interested in performing all services to remove, provide and install carpet in the Event Level Rooms and Press Level at CHI Health Center Omaha (“CHIHCO”). MECA is responsible for managing the operations of this Facility.

1. Anticipated RFP Schedule

This Request for Proposal (RFP) and the guidelines set forth for responses hereto are intended to provide MECA with significant substantive information early in the negotiating process so that final agreement can be reached quickly. MECA has therefore established the following schedule (times are CST):

RFP Issued	Friday, April 12, 2024
* MANDATORY Pre-bid Meeting	Thursday, April 18, 2024, at 11:00am
Final Questions	Tuesday, April 23, 2024, at 11:00am
Due/Public Opening	Monday, April 29, 2024, at 11:00am

* 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 at kshiers@omahameca.com of their intention to attend this meeting no later than 2:00 pm April 17, 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 Event & Press Level Carpet 25001
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 Purchase Agreement and Payment

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

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

5.2 Termination

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

5.3 Insurance

The successful Bidder must provide evidence of the following types of insurance during the term of the Agreement. For the avoidance of doubt, such coverage and limits are minimum requirements and shall not be deemed as a limitation on vendor's liability under any provision of any agreement. Approval of the insurance by MECA shall not relieve or decrease the liability of the vendor hereunder. Note any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to an additional insured.

Commercial General Liability Insurance (including premises operation liability, contractual liability and product/completed operations liability) and Automobile Liability coverage (owned, non-owned and hired coverages) with minimum limits of \$1,000,000 Combined Single Limit (Auto Liability), and \$1,000,000 Per Occurrence, and \$2,000,000 General Aggregate. Commercial General Liability aggregate limit will apply on a "per location" basis. The insurance must protect the Bidder and MECA from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of the Bidder's services hereunder or from or out of any negligent act or omission of the Bidder, its officers, directors, agents or employees.

Workers' Compensation Insurance as required by applicable law. Policy shall be endorsed to include Waiver of Subrogation against MECA, the City of Omaha, their employees, officers and legal representatives.

Employer's Liability Insurance with minimum limits of:

\$500,000 Each Accident—Bodily Injury by Accident

\$1,000,000 Policy Limit—Bodily Injury by Disease

\$500,000 Each Employee—Bodily Injury by Disease

Umbrella or Excess Liability: additional \$5,000,000. Coverage is to apply to excess of Commercial General, Employer's Liability, and Automobile Liability policies.

All such insurance required above shall be with companies and on forms acceptable to MECA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice

thereof is furnished to MECA. All insurance shall be primary and not contributory. All insurance shall be written by companies with a Best's Key Rating Guide (Property-Casualty, United States) rating of A or better and a Best's Financial Size Category of Class VI or better. Within thirty (30) days of the date on which coverage is to be provided hereunder, the successful Bidder shall furnish to MECA certificates of insurance along with copies of endorsements evidencing compliance to the above requirements. Such certificates and insurance policies shall name MECA and the City of Omaha as additional insureds on a primary basis, and contain a waiver of subrogation, in which the insurer waives any claim or right to recover against MECA, the City of Omaha, their officers, agents or employees. The additional insured requirement does not apply to Workers' Compensation.

5.3 Indemnification

Bidder does hereby covenant and agree to indemnify, defend and hold harmless MECA, and the City of Omaha, their officers, directors, employees, agents and representatives, from and against all claims, demands, losses, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any claim, demand or judgment for property loss or damage (including loss of use of the Facility), and/or personal injury, including death, arising out of the Products and Services furnished hereunder by Bidder and Bidder's Personnel except to the extent same is caused by the negligence or reckless conduct of MECA or its employees or agents.

MECA is not responsible for any equipment, furnishings, supplies or other property or products owned by Bidder and used or stored at the Facility, nor is it responsible for damage resulting from power failure, flood, fire, explosion or other similar causes. In no event is MECA responsible for consequential damages.

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 foregoing.

The successful Bidder shall represent and warrant in the contract that the components of this RFP to be purchased for the Facility shall not violate or infringe upon any patent, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. The Bidder shall agree to defend, protect and hold harmless MECA and its related parties from and against any and all liabilities, actions, losses, awards, damages, costs, claims or expenses including reasonable attorneys' fees incurred by them as a result of any claim that the components of this RFP to be purchased for the Facility are illegal or infringe upon any third party patent, copyright, trademark, trade secret or other intellectual or proprietary right.

5.4 RFP and Bidder's Proposal

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

5.5 Warranty

The Bidder shall warrant in the contract that the components of this RFP to be purchased for the Facility shall be new and of good and workmanlike quality and fit for the use intended. The Bidder shall further warrant that during the

manufacturer's warranty period that the components will operate in accordance with the manufacturer's specifications. The manufacturer's warranty period shall be specified on the Bidder's proposal and shall begin on the date of MECA's acceptance of the installation. All other specific promises and warranties made by Bidder in the RFP Response or bid process generally shall also be included in the final contract.

5.6 Scope, Quality of Work Guarantee

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

5.7 Conduct of Personnel

No business, other than that specifically outlined in the RFP, may be conducted by personnel of the Bidder while on the premises of the Facility.

The Bidder shall be responsible for all actions of its employees, while they are assigned to the Facility. The employees shall always 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 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, defend and hold harmless, 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 the existing carpet, transition strips, and wall base (if necessary), supply and professionally install new carpet in areas with footprints totaling approximately 2,550 square yards, remove and professionally install approximately 33 yards of vinyl flooring, remove and replace vinyl base and reducer (where applicable) in the Event Level (1st floor) and Press Level (6th floor) at CHIHCO. Bidders will receive drawings and view the areas during the mandatory pre-bid meeting.

Bidder is responsible for providing all materials, supplies, labor, and equipment necessary to perform and complete all aspects of the work outlined in this RFP.

For the purpose of submitting a proposal for this RFP, pricing must be based upon the yardage quantities designated on Attachment A – Proposal Form.

The successful Bidder will be required to field measure the areas for exact square yardage and linear footage (as applicable). Measurements must be completed and submitted to MECA. Unit prices submitted in the successful Bidder's proposal form will apply. The Purchase Agreement will be based on the square yardage required for installation, plus waste, and five (5) percent additional attic stock.

Areas

Removal and replacement of existing carpet and vinyl in the Event and Press Level at the Arena.

Event Level

Carpet:

- Footprint of the areas: approximately 1,650 square yards total
- Attic Stock Quantity: 82 square yards

Vinyl Base:

- Approximately 2,400 linear feet of vinyl base.

Reducer:

- Approximately 220 linear feet of reducer striping.

Vinyl (EL 118 & 119 only):

- Approximately 33 square yards.

Press Level

Carpet:

- Footprint of the areas: approximately 900 square yards total
- Attic Stock Quantity: 45 square yards

Vinyl Base:

- Approximately 1,440 linear feet of vinyl base.

Reducer:

- Approximately 36 linear feet of reducer striping.

Product Specifications

Products must be the exact manufacturer and design as specified below. Alternates will not be considered. All carpet must come from the same dye lot.

Carpet:

- Manufacturer: Bentley Mills

- Product: Himitsu San – 6AHS20 – LuxFelt Cushion
- Color: Cryptic - 403762
- Size: 18x36 Tile
- Installation Method: Ashlar

Vinyl Base:

- Manufacturer: Johnsonite
- Model: Traditional Vinyl Wall Base w/ Toe
- Color: TBD
- 4" height, 1/8" gauge

Reducer:

- Manufacturer: Johnsonite
- Model: SSR-XX-B
- Color: TBD

Leveler:

- Manufacturer: Johnsonite

Vinyl:

- Manufacturer: Tarkett
- Model: iQ Optima
- Color: TBD
- Installation Method: Rolls

Removal of Furniture

MECA will be responsible for removing and replacing all furniture.

Removal of Existing Carpet and Vinyl

Bidder is responsible for the removal and disposal of the existing flooring. The existing flooring is glued directly to concrete. Extra care shall be taken so that adjacent areas are protected from damage and/or debris and residue caused by removal of the existing flooring. The cost of any necessary repairs and/or replacements due to damage that occurs will be the responsibility of the successful Bidder.

MECA will provide dumpsters for the flooring that is removed.

Floor Preparation

After removal of existing flooring, Bidder is responsible to prepare the floor to accept the carpet and vinyl in accordance with the manufacturer's recommendations.

Base, Transition/Reducer Strips, and Leveler

The existing reducer and base must be removed and replaced by the successful Bidder.

Leveler must be replaced where necessary. Due to the unknown quantity of leveler, Bidder shall provide a unit cost on the Proposal Form. The successful Bidder must discuss the condition of the level with MECA during the project before work proceeds. The successful Bidder must provide the total cost of leveler in writing to MECA.

Installation

Bidder is responsible for the professional installation of the carpet and vinyl in accordance with the Manufacturer installation instructions. The flooring shall be adhered to the floor utilizing manufacturer's recommended adhesive in all areas.

Successful Bidder must install carpet in the pattern and design as designated by MECA.

Successful Bidder is responsible for the implementation of the initial maintenance procedures 72 hours after vinyl installation is completed, per manufacturer instructions.

Timeline

All work must be scheduled with MECA to accommodate the event schedule. This may require that the work be completed in phases. This project may require that the work be completed during a timeframe that spans over several months. Although this is not desirable, it is possible that the schedule will require it. This project may require installation during evenings and weekends. This is a lump sum, not-to-exceed, agreement. At no time will MECA pay additional fees for overtime or non-business hours worked.

The current timeframe for work to be completed is June 3, 2024 – July 31, 2024, depending on lead times for materials.

- 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.

Storage of Carpet Prior to and During Installation

Bidder must receive the carpet and vinyl directly from the manufacturer. 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. However, MECA will work with the successful Bidder to identify a temporary staging area as each section is completed. The successful Bidder must receive approval from MECA on placement of any staging material on site during the installation. This will be further discussed during the pre-bid meeting.

Cleanup of Area during Installation and Upon Completion

Bidder is responsible for keeping work areas in a safe, neat and in a tidy manner. Dust must be kept to a minimum. Bidder is responsible for cleaning work area upon completion of each section and/or room including but not limited to wiping down of base boards, removal of scrap material, and removal of tools. 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.

Post Installation Follow-up Service

A walk-thru and inspection of the carpeted areas must be conducted with MECA 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 separation of seams must be repaired. Base and transition strips 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

The Proposal Form found on Attachment A must be completed and signed. All costs associated with this project must be included on the Proposal Form, including but not limited to, labor, carpet, adhesives, transition strips, baseboards, equipment rental, tools and all other equipment and supplies required for a full and complete turnkey installation.

The total cost submitted for the work, other than changes due to a change in square footage required, is intended to be a lump-sum, not-to-exceed price. At no time will MECA pay additional fees for overtime or non-business hours worked.

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)

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 of carpet installation projects in which bidder provided similar product and installation 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 and Lead Installers that will work on this project highlighting qualifications and experience. Include all relevant training, certifications and number of years of experience.

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 May 15, 2024. The timeline must include delivery of carpet and installation per room/section.

Narrative should provide information on the ability to work evenings and weekends, provide information on the number of installers on a crew, how many crews will be deployed to complete the work, the number of hours per shift, and the number of consecutive shifts.

7. Warranty and Support Information

Bidders shall provide detailed warranty information, 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.