

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY  
REQUEST FOR PROPOSAL 25059  
RUBBER FLOORING  
MARCH 13, 2025**

**PART I - INTRODUCTION**

The Metropolitan Entertainment & Convention Authority (“MECA”) is requesting proposals from qualified organizations interested in performing all services necessary to provide and install rubber flooring at Charles Schwab Field Omaha (“CSFO”). MECA is responsible for managing the operations of the 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:

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RFP Issued	March, 13, 2025
* MANDATORY Pre-bid Meeting	Tuesday, March 25, 2:00pm
Final Questions	Friday, March 28, 2025, 11:00am
Due/Public Opening (time)	Tuesday, April 1, 2025, 11:15am

\* 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](mailto:kshiers@omahameca.com) of their intention to attend this meeting no later than 2:00 pm March 24, 2025.

**2. Bidder Inquiries**

All inquiries regarding this RFP must be made in writing and emailed to [kshiers@omahameca.com](mailto:kshiers@omahameca.com). Oral explanations or answers shall not be valid. Revisions, clarifications, and/or additional information will be issued to all Bidders in the form of an RFP addendum. All or any RFP addenda issued to the Bidders prior to the bid due date shall become a part of the bidding documents and the cost of such work shall be included in the bids.

**3. Delivery of Proposals**

Three printed copies and one electronic copy of proposals must be submitted and signed by an officer of the company, and delivered before the time set forth in Section 1 to MECA’s offices:

MECA  
 RE: Rubber Flooring 25059  
 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.

#### **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) pricing; (c) service and support; (d) ability to agree to the requested contractual terms and conditions; and (e) 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.

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

### 5.2 Equal Employment

The successful Bidder and its sub-contractors, if any, must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, origin, age, marital status, or disability.

### 5.3 Insurance

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

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

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

Employer's Liability Insurance with minimum limits of:

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

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

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

All such insurance required above shall be with companies and on forms acceptable to MECA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to MECA. All insurance shall be primary and not contributory. All insurance shall be written by companies with a Best's Key Rating Guide (Property-Casualty, United States) rating of A or better and a Best's Financial Size Category of Class VI or better. Within thirty (30) days of the date on which coverage is to be provided hereunder, Successful Bidder shall furnish

to MECA certificates of insurance (or copies of policies, if required by MECA). Such certificates shall name MECA and the City of Omaha as additional insureds, and contain a waiver of subrogation, in which the insurer waives any claim or right to recover against MECA, the City of Omaha, their officers, agents or employees. The additional insured requirement does not apply to Workers' Compensation.

5.4 Indemnification

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. 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 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 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.

## **PART II - SCOPE OF PROJECT**

This project is to remove existing, provide and professionally install approximately 1,600 square feet of rubber flooring ("Flooring") in the 1st and 3rd base dugout at CSFO. Bidder is responsible for providing all materials, supplies, labor and equipment necessary to perform and complete all aspects of the work outlined in the RFP for a full and complete installation. This includes but is not limited to labor, flooring, adhesives, equipment rental, tools, and any other equipment and supplies.

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

The successful Bidder will be required to field measure the areas for exact square footage). 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 footage required for installation, plus waste, and attic stock.

### **Flooring Specifications**

The successful Bidder is to provide the exact manufacturer and pattern of Flooring as listed below. Alternates will not be considered. All Flooring must come from the same dye lot.

- Manufacturer: Protect-All
- Format: 5'x8' Sheets
- Style: Designer Series
- Color: Melanite Ultra
- Quantity Installed: 1600 sq. ft (plus waste)
- Quantity Attic Stock: 400 sq. ft

The Attachment B shows specific areas within the dugouts that will receive new flooring. These areas will be viewed during the mandatory pre-bid meeting.

### **Floor Preparation**

Bidder is responsible for the removal of the existing flooring and adhesive. The existing flooring is glued directly to concrete. The successful Bidder is responsible for preparing all areas to receive the Flooring in accordance with the manufacturer's recommendations. MECA will provide dumpsters for the flooring that is removed.

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.

### **Installation of Flooring**

The Flooring shall be glued to the concrete in all areas within the two dugouts utilizing manufacturer's recommended adhesive and in accordance with manufacturer specifications. The successful Bidder is required to make clean, straight cuts along all edges, walls and doorways. As stated above, adjacent areas not receiving work must be protected from damage.

### **Storage of Materials Prior to and During Installation**

Bidder must receive materials directly from the manufacturer. MECA will not accept direct delivery. Bidder is responsible for the secure storage and the cost of storage after delivery of the product and during the installation period.

Storage is not available at CSFO. However, MECA will work with the successful Bidder to identify a temporary staging area during the installation. 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 Areas During Installation and Upon Completion**

Bidder is responsible for keeping work areas in a safe, neat and tidy manner. If separate installation periods are necessary, all equipment and materials must be removed from the facility in between such periods, unless approved by MECA to store on-site. Bidder is responsible for cleaning work area upon completion of each section.

### **Post Installation Follow-up Service**

A walk-thru and inspection of the Flooring must be conducted 30 days after installation, and again 90 days after installation. If noted during such inspections, all wrinkling or buckling must be repaired, all separation of seams must be repaired and Flooring must be securely adhered, with special attention to edges and seams. Repairs must be made as soon as possible upon identification.

### **Timeline**

The successful bidder must complete by May 1, 2025. Liquidated damages of \$500.00 per day will be assessed if project is not complete by the deadline unless discussed and approved with MECA.

All work must be scheduled with MECA to accommodate the event schedule. This may require that the work be completed in phases. At no time will MECA pay additional fees for overtime or non-business hours worked.

- 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.

## **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:

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

**3. Subcontractors**

A minimum of 50% of the scope of work must be performed by the Bidding Company. MECA will not accept bids where more than 50% of the work is being Subcontracted. 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. Project Narrative**

For Scope of Project listed in Part II, Bidder shall provide detailed information including timelines with major milestones, processes, installation plan, detailed warranty, maintenance program, or whatever else is appropriate.

**7. Warranty and Support Information**

Bidders must provide warranty information for equipment and services.

**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.