

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY
REQUEST FOR PROPOSAL 26002
RECOATING ARENA ROOF
APRIL 16, 2025**

PART I - INTRODUCTION

The Metropolitan Entertainment & Convention Authority ("MECA") is requesting proposals from qualified organizations interested in providing all labor, materials and equipment necessary to repair and recoat the roof of the Arena and immediate vicinity at CHI Health Center Omaha ("CHIHCO"). MECA is responsible for managing the operations of the Facility. The Facility is located in downtown Omaha, NE.

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	Wednesday, April 16, 2025
* MANDATORY Pre-bid Meeting	Tuesday, April 29, 2025, 2:30 pm
Deadline, Final Questions	Monday, May 5, 2025, 1:00 pm
Due/Public Opening (time)	Thursday, May 15, 2025, 10:00 am

* 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 1:00pm Monday, April 28, 2025.

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 Recoating Arena Roof 26002
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. If sending a bid electronically, email to: RFP@omahameca.com. Bid will not be accepted to a personal email box.

4. Criteria for Evaluation of Proposals

4.1 Evaluation of Compliance with RFP Guidelines

Each proposal received will be evaluated to determine whether it generally supplies the information requested in this RFP. MECA may (at its sole discretion) disqualify any proposal, which it deems incomplete or non-compliant. All proposals shall be valid for acceptance for a period of ninety (90) calendar days.

4.2 Evaluation of Proposals

Proposals will be evaluated based on the following criteria: (a) the company profile, background, experience, and references of the proposing party; (b) service and support; (c) ability to agree to the requested contractual terms and conditions; and (d) financial considerations. Other criteria may be considered by MECA based on the nature of the proposals received.

4.3 Selection of Respondents

Based on the foregoing criteria, MECA will select one or more entities for further negotiations. It is possible that based on the responses, MECA will elect to negotiate with more than one respondent. In such event, all selected entities will be informed that others have also been selected for negotiation, although MECA reserves the right to not disclose the identity of the other selected respondents.

MECA will notify the successful Bidder of the acceptance of its proposal. Such notice will be sent to the name and email address of the bidder as stated in its proposal.

4.4 Reservations

MECA reserves the unqualified right to reject any or all proposals, extend the time for receipt of proposals from all Bidders, waive defects or technicalities, correct discrepancies, advertise for new proposals, or to take any other action that MECA determines, at its sole discretion, to be in its best interest. MECA reserves the right to award the contract to other than the low bidder. Any such determinations or actions may be made without notice. All costs of preparation and submission of a proposal shall be at the risk and expense of the respondent. MECA shall have no liability in connection with a proposal or any respondent.

4.5 Proposals

All bids and proposals submitted by the various Bidders for this work become the property of MECA. Neither MECA nor the Bidders shall disclose the contents of any proposal to the other parties prior to the announcement of the award.

5. Contractual Terms and Conditions

Review and provide a detailed response whether the following contractual terms and conditions are agreeable. The Bidder's Proposal shall specifically note any requested

modifications to this section, which MECA may take into consideration during the review process, at MECA's discretion.

5.1 Purchase Agreement and Payment

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

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

5.2 Term

The initial term for the Annual Inspection & Cleaning Service of the Arena Roof shall be for three (3) years beginning September 1, 2026, unless terminated sooner as hereinafter provided.

In addition to the initial term hereof and at the sole discretion of MECA, the Agreement may be renewed for three (3) successive two (2) year renewal periods. MECA agrees to exercise its option by providing written notice to Vendor no less than thirty (30) calendar days prior to the end of the then current term.

Any price increase for each year shall be no more than the Consumer Price Index average of the twelve-months of the prior calendar year. [Consumer Price Index, All Urban Consumers (CPI-U), not seasonally adjusted, U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100)]. MECA must approve all increases.

5.3 Termination

The Agreement is terminable by MECA upon minimum sixty (60) days written notice, without penalty or cause, at any time during or after the second year of the Agreement.

5.4 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.

5.5 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. 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.

5.6 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.

5.7 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.

5.8 Scope, Quality of Work Guarantee

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

5.9 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.

5.10 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

The successful Bidder is responsible for providing all labor, materials, equipment, and supplies to repair and recoat the arena roof at CHICHO using the Sherwin Williams Uniflex Elastomeric Coating System for a complete turnkey roofing system. Alternates will not be considered for the Sherwin Williams Uniflex Elastomeric Coating System.

The successful Bidder must meet Sherwin Williams Authorized Premier Status.

Bidders shall disclose all pricing for a full and complete repair and recoating, including but not limited to, ordering, receiving, unloading, project tracking, permits, lift rentals, repairs, installation, inspections and any other items necessary for a full and complete project.

Attachments

- Attachment A – Proposal Form.
- Attachment B provides a moisture report with approximate square footage of flagged areas. Bidders are responsible to perform an inspection on all areas to determine if any insulation, decking, or membrane is in need of replacement.
- Attachment C provides a drawing with approximate square footage and appropriate treatments for the Arena roof which represents the **Base Bid** for this project. The successful bidder must perform field measurements.
- Attachment D includes the Scope of Project for each type of repair.

- Attachment E is the Uniflex Owners Guide that is referenced in the Option 1 section below.

Base Bid

Repair and recoat the roof of the Arena and other specified areas in the immediate vicinity.

The successful Bidder will be required to field measure all awarded Areas prior to ordering product and beginning work.

Bidders will provide unit prices for materials where quantities are currently unknown (for example: membrane, insulation, decking). Unit prices submitted on the Proposal Form will apply. The successful Bidder must communicate quantities and areas of repair to MECA for approval.

Bidders are to provide a price for the Uniflex UNIGUARD Systems Ten (10) Year Labor and Material Warranty. This warranty type requires pre-approval by Uniflex Technical. Bidders must also provide details and pricing for a 1 year term of contractor workmanship warranty.

The successful Bidder will

- Follow all information provided in the Attachment D, which includes but is not limited to:
 - The successful Bidder must submit Pre-Project Scope of Work and Warranty Request to manufacturer prior to commencement of Work.
 - Remove and replace lightening protection system. Replace attachment clips as needed. Attachment clips must be placed in same pattern as existing (approximately every three feet).
 - Labor and materials (clips and adhesive) must be included in the base bid.
 - Lightening protection system must be recertified at conclusion of project. Documentation must be provided to MECA.
 - Contact firm to provide services to recertify lightening protection system.
 - Prepare roof according to Manufacturer requirements
 - Repair membrane as necessary.
 - Bidder to provide per square foot cost for membrane repair
 - Replace insulation, as necessary.
 - Bidder to provide per square foot for insulation replacement
 - Replace decking, as necessary.
 - Bidder to provide per square foot for decking replacement.
 - Supply and apply Uniflex Elastomeric Coating System using the appropriate application for each area.
 - Contractor shall contact Uniflex for warranty issuance requirements and to schedule the final inspection.

Option 1: Annual Inspection & Cleaning Service

Provide all labor, material, supplies and equipment necessary for an annual inspection and cleaning of the Arena, roof. To maintain warranty eligibility and coverage, the Successful Bidder must follow all inspection and maintenance requirements as described in the Uniflex Owner's Packet (see Attachment E).

Inspection

Bidders will inspect the roof for any damage, including any membrane damage, insulation damage, or decking damage. A report of damaged areas listed by priority level, with price estimates, must be reviewed with and approved by MECA prior to moving forward with repairs. Unit pricing submitted on the Attachment A – Proposal Form for membrane, insulation, and decking will apply to the quantities that are identified to be repaired based on the first inspection.

Cleaning

Adhere to the manufacturer's standards as outlined in the Attachment F and summarized below.

- Wet the surface with clean water
- Apply approved cleaning solution according to manufacture's recommendations. Apply the Solution in an arc pattern with a Hudson Type garden sprayer
- Allow the cleaning solution to soak for 10-15 minutes (Do Not allow it to dry)
- Lightly scrub the areas of heavy dirt build-up with a soft bristle broom
- Thoroughly rinse the cleaning solution from the roof surface with a hose or pressure washer (less than 1,500 psi)
- Any organic growth (mildew, algae, etc.) that is not removed by the cleaning solution and light scrubbing may be treated with environmentally friendly chemicals. Follow the chemical manufacturer's instructions.
- Bidders are responsible for supplying hoses/connections to reach the elevations needed.

General Information

1. Products must be installed in accordance with manufacturer specifications.
2. The successful Bidder shall adhere to all codes, ordinances, or other regulatory requirements covering the scope of this project.
3. The successful Bidder must obtain all necessary permits and licenses for the Work.
4. Bidder is responsible for providing all lifts and lift operators.
5. Bidder is responsible for street and/or lane closures and all other safety measures for placement and operation of lifts.
6. Water connections will be discussed and viewed at the pre-bid meeting. The Successful Bidder is responsible for supplying any hoses or connections that may be needed to transport water to the roof.
7. Bidder must protect all adjacent areas not receiving work under the project and repair any damage to these areas at their own expense. The successful Bidder must protect all adjacent areas not receiving Work under the project and repair any damage to these areas at their own expense.
8. Bidder is responsible for keeping work areas in a safe, neat and tidy manner limiting the footprint as much as possible. Bidder is responsible for cleaning work area upon completion of each day and at conclusion of the install.
9. The successful Bidder must provide sufficient safety and pedestrian barriers while Work is in progress. The successful Bidder must provide sufficient safety and pedestrian barriers while Work is in progress. The successful Bidder must remove all materials and debris from the premises.
10. The successful Bidder must remove all materials and debris from the premises. MECA will not provide dumpsters

11. The successful Bidder must receive materials from the manufacturer at its facility. Storage is not available at CHICHO, however, MECA will work with the successful Bidder to identify a temporary staging area when the project begins.
12. The successful Bidder must coordinate with MECA the shipment of all products and materials. Limited storage is available at CHICO. However, MECA will work with the successful Bidder to identify a temporary staging area as Work is in progress. This will be further discussed during the pre-bid meeting.

Timeline

All work must be scheduled with MECA to accommodate the event schedule. There may be dates where work cannot be performed and/or must be limited to specific areas due to our event schedule. All work may be performed during regular business hours, Monday through Friday or on agreed upon dates/times with MECA and the Successful Bidder. 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 successful Bidder must make every attempt to complete all Work before September 1, 2025.

- The successful Bidder must provide MECA a detailed schedule for completion of the Work.
- The successful Bidder must provide MECA status reports with an 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 system/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

Provided an agreement is signed by June 14, 2025 please provide a timeline highlighting major milestones. This timeline will be incorporated into the agreement. The backflow/water connection will be viewed during the pre-bid meeting. Please provide a description of how you'll access the roof with the water connection that is available.

7. Warranty and Support Information

Bidders must provide 1 year workmanship warranty information and 10-year manufacturer warranty for services and materials.

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.