

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY
REQUEST FOR PROPOSAL 26028
COOLER FLOOR REPLACEMENT
OCTOBER 23, 2025**

PART I - INTRODUCTION

The Metropolitan Entertainment & Convention Authority ("MECA") is requesting proposals from qualified organizations interested in performing all services necessary to remove and replace cooler floors at CHI Health Center Omaha ("CHIHCO"). MECA is responsible for managing the operations of these 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	Thursday, October 23, 2025
* MANDATORY Pre-bid Meeting	Monday, November 3, 2025, 1:00pm
Final Questions	Friday, November 7, 2025, 11:00am
Due/Public Opening	Wednesday, November 12, 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 of their intention to attend this meeting no later than 2:00 pm Friday, October 31, 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 Cooler Floor Replacement 26028
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 Insurance

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

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

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

Employer's Liability Insurance with minimum limits of:

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

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

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

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

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

compliance to the above requirements. Such certificates and insurance policies shall name MECA and the City of Omaha as additional insureds on a primary basis, and contain a waiver of subrogation, in which the insurer waives any claim or right to recover against MECA, the City of Omaha, their officers, agents or employees. The additional insured requirement does not apply to Workers' Compensation.

5.3 Indemnification

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

MECA is not responsible for any equipment, furnishings, supplies or other property or products owned by Bidder and used or stored at the Facilities, nor is it responsible for damage resulting from power failure, flood, fire, explosion or other similar causes. 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 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.

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, equipment, tools and materials to remove existing diamond plate floors, uninstall diamond plate wall covers (to be reinstalled), install ¼" thick Protect-All® Matte Flooring, 6" coving, transition strips, and reinstall diamond plating on walls in two (2) select food service coolers at CHIHCO. This includes, but is not limited to, all tools and equipment needed for testing and preparing the subfloor/underlayment, floor layout, mixing and spreading adhesives, power grooving, installing homogeneous vinyl sheet flooring, and base. We will not accept alternates to the product(s) listed below.

The two coolers include the following. Non-architectural drawings will be provided to Bidders at the pre-bid meeting. Bidders will take field measurements during the pre-bid meeting.

1. East Suites Cooler: approximately 50 sq ft
2. West Suites Cooler: approximately 65 sq ft

Product

- Protect-All® Matte Flooring
- Size: Bidder should select size (sheets or roll) to ensure there are as few seams as possible.
- Color: Classic Series Dark Grey
 - o Flooring must be from the same dye lot number to ensure a consistent color.
- Installation System: Commercial
 - o Includes Protect-All® Flooring, Two-Part adhesive, Protect-All Rapid-Weld™ and standard cove base.

Installation

The installation of Protect-All must be performed by a professional flooring installer familiar with the unique characteristics of Protect-All, local building codes and ASTM Standards. The professional installers must have at least two years of commercial flooring experience. Before installing Protect-All flooring, professional installers must attend and pass the Protect-All flooring installation training class prior to a Protect-All flooring installation. Bidders must provide these credentials with their bid.

It is the intention to keep the diamond plate wall covering on the lower portion of each wall. However, diamond plating will need to be carefully removed and set aside to install 6" cove base around the perimeter of the cooler floor. Diamond plating will then need to be reattached to the walls, overlapping the top of the cove base.

Bidders should reference all resources on the manufacturer's website: <https://protect-allflooring.com/matte>

Successful Bidder:

- o Is responsible for the removal of the existing metal panels/flooring.
- o Subfloor, substrate and insulation shall remain in place but should be inspected to ensure it is in good repair. The Successful Bidder will advise if repair or replacement is needed.
 - We anticipate very little of the subfloor, substrate and insulation will need repair, if any.

- Substrate must be cleaned of all excess debris prior to installation.
- o Must install per the Protect-All Installation Manual which includes but is not limited to guidelines for subfloor preparation and the full system installation.
- o The successful Bidder shall install flooring so that there are as few seams as possible.
- o All seams shall be rapid welded so that the flooring is liquid-tight to the base on all coolers.
- o All flooring adhesive shall be per manufacturer's specifications and use Protect All two part adhesive PA-295 (12 hour set). All coolers should be recaulked to form a complete seal at the floor and wall joint.
- o Transition strips shall be replaced with new Protect-All® transition strips.

MECA:

- o MECA is responsible for the electrical disconnections and reconnections of coolers.
- o MECA will shut down coolers approximately 36 hours prior to commencement of work. Coolers will remain shut down for approximately 36 hours after installation to maintain 70°F or room temperature.

Warranty

Installation by Success Bidder must ensure that the manufacturer's 10-year warranty will apply. Bidder must provide MECA with the warranty paperwork from the manufacturer upon project completion. Bidder must also provide a minimum 5 yr warranty on their own workmanship.

General Information

1. This is a lump sum, not-to-exceed agreement. No overtime will be paid.
2. Bidder must protect all adjacent areas not receiving work under the project and repair any damage to these areas at their own expense.
3. Products must be installed in accordance with manufacturer specifications.
4. The successful Bidder shall adhere to all codes, ordinances, or other regulatory requirements covering the scope of this project (including any permits that may be required). Construction must be NSF and UL approved.
5. The successful Bidder must receive materials directly from supplier/manufacturer. Storage is not available at CHIHCO. However, MECA will work with the successful Bidder to identify a temporary staging area when the project begins.
6. 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.
7. The successful Bidder must remove all materials and debris from the premises. MECA dumpsters are available for disposal of packing materials.

Timeline

The tentative window for installation is December 3rd – 10th, 2025 or December 15th – 18th, 2025. We will confirm with the winning bidder.

The delivery date and all work must be scheduled and approved by MECA to accommodate the event schedule. This is a lump sum, not to exceed agreement. No overtime will be paid.

- o The successful Bidder must provide MECA a detailed schedule for completion of the Work.
- o The successful Bidder must provide MECA weekly status reports with and updated schedule.
- o 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:

- 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

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, to include successful completion of Protect-All training. Information must include all relevant certifications and/or training.

6. Warranty and Support Information

Bidders must provide warranty information for equipment and services.

7. Deviations from Scope of Project

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

8. 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.

9. 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.