

**MECA TRI-PARK COMPLEX, LLC  
REQUEST FOR PROPOSAL RF23006  
SKATE RINK OPERATOR FOR THE RIVERFRONT  
MAY 2, 2023**

**PART I - INTRODUCTION**

The MECA Tri-Park Complex, LLC (“MECA Tri-Park”) is requesting proposals from qualified organizations interested in performing all services to provide skate rink operations for MECA Tri-Park managed Facilities. These Facilities currently include Gene Leahy Mall, Heartland of America Park and Lewis & Clark Landing collectively, the “The RiverFront”. MECA Tri-Park is responsible for managing the operations of The RiverFront. The Skate Rink Operator (“SRO”) will provide staffing and Supervisor assistance for skate rink operations year-round, roller skate and ice skate rentals, timed ticketing, and any other functions necessary for a fully and complete turnkey operation.

The RiverFront is in downtown Omaha, NE. The RiverFront contains more than 70 acres of park space spanning from 13<sup>th</sup> Street between Douglas and Farnam Streets to the Missouri River’s edge and North along Riverfront Drive.

**1. Anticipated RFP Schedule**

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

RFP Issued	May 2, 2023
* MANDATORY Pre-bid Meeting	May 9, 2023, 2:00pm CST
Final Questions	May 12, 2023, 2:00pm CST
Due/Public Opening	May 18, 2023, 10:00 am CST

\* 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 Tri-Park at [cwohlers@omahameca.com](mailto:cwohlers@omahameca.com) of their intention to attend this meeting no later than (May 9<sup>th</sup> at 2pm).

**2. Bidder Inquiries**

All inquiries regarding this RFP must be made in writing and addressed to [cwohlers@omahameca.com](mailto:cwohlers@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 Tri-Park's offices:

MECA Tri-Park  
RE: Skate Rink Operator for The RiverFront  
455 N 10<sup>th</sup> St.  
Omaha, NE 68102

All proposals received will be publicly opened at MECA Tri-Park's offices at the time set forth in Section 1. Bidders may attend; however, attendance is not required. MECA Tri-Park 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](mailto:rfp@omahameca.com).

#### **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 Tri-Park 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 Tri-Park based on the nature of the proposals received.

##### **4.3 Selection of Respondents**

Based on the foregoing criteria, MECA Tri-Park will select one or more entities for further negotiations. It is possible that based on the responses, MECA Tri-Park 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 Tri-Park reserves the right to not disclose the identity of the other selected respondents.

MECA Tri-Park 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 Tri-Park 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 Tri-Park determines, at its sole discretion, to be in its best interest. MECA Tri-Park 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 Tri-Park 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 Tri-Park. Neither MECA Tri-Park 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 Tri-Park may take into consideration during the review process, at MECA Tri-Park's discretion.

5.1 Service Agreement and Payment

The Successful Bidder will be required to execute a MECA Tri-Park Service Agreement prior to performing any portion of work required within the specifications of this RFP. A sample of MECA Tri-Park's Service Agreement is available upon request.

Payment Terms will be Net 30 days from installation and acceptance by MECA Tri-Park.

5.2 Term

The initial term of the agreement shall be thirty-six (36) months, beginning July 1, 2023. The Agreement will provide MECA Tri-Park the option to extend the Agreement for three (3) additional twenty-four (24) month periods. Charge rates will be renegotiated at each renewal, however in no event shall charge rates increase by more than three percent (3%) each twelve (12) month period.

5.3 Termination

The Agreement is terminable by MECA Tri-Park upon minimum ninety (90) days written notice, without penalty or cause, at any time after the first 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 Tri-Park 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 Tri-Park 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 Tri-Park, 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 Tri-Park 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 Tri-Park. 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 Tri-Park certificates of insurance (or copies of policies, if required by MECA Tri-Park). Such certificates and insurance policies shall name MECA Tri-Park 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 Tri-Park, 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 Tri-Park, 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 RiverFront), 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 Tri-Park or its employees or agents.

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

The provisions requiring the furnishing of personal injury liability or property damage liability insurance shall not be construed to affect or impair the generality of the forgoing.

The successful Bidder shall represent and warrant in the contract that the components of this RFP to be purchased for The RiverFront 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 Tri-Park 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 RiverFront 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 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 RiverFront.

The Bidder shall be responsible for all actions of its employees, while they are assigned to The RiverFront. 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 Tri-Park.

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 Tri-Park determines that personnel assigned to The RiverFront 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 Tri-Park is a sales taxable entity and as such, Bidder warrants that sales tax is included in the price provided on Attachment A – Proposal Form. Notwithstanding anything in the Agreement to the contrary, the successful Bidder shall indemnify and defend MECA Tri-Park for any sales tax audit assessment against MECA Tri-Park relating to the amount of Nebraska sales tax charged under this Agreement.

## **PART II - SCOPE OF SERVICE**

It is the intention of this RFP to receive Proposals to provide turnkey management and operations of the outdoor Skate Ribbon located in Heartland of America Park daily, 7 days a week, and year-round at The RiverFront. This RFP includes both ice skating operations during the winter months and roller-skating operations during the summer months. The timing of the roller-skating and ice-skating operations will be determined on a yearly basis based on weather; however, roller-skating will generally be from March – October and ice-skating will generally be from November – February.

The Skate Ribbon will open to the public in the late summer 2023-time frame. The Skate Ribbon will start out with the concrete surface. As the Skate Ribbon was under construction during 2022 and the beginning of 2023, the construction team did not fully commission the Skate Ribbon. All mechanical equipment, chillers and glycol lines were tested. The Skate Ribbon was not flooded for the ice making process. This flooding will happen for the first time in 2023. The SRO is expected to coordinate with MECA Tri-Park who will coordinate with the construction team for the initial start-up of the Skate Ribbon. SRO must be fully engaged to help fully understand the Skate Ribbon space.

A map of the location of the Skate Ribbon, current pictures, and details on the Skate Ribbon are included in Attachment B.

### **General Description of Equipment and Service Required**

At the Skate Ribbon for The RiverFront, there is a skate rental kiosk, public restrooms, a Zamboni room, and a skate support building. Chillers that support the Skate Ribbon are permanently installed on site.

MECA Tri-Park will build out the skate rental kiosk space in coordination with the SRO to ensure that the SRO has the necessary layout and set-up for a successful operation.

The SRO shall assign a project manager to The RiverFront for advance coordination, third party vendor contracts prior to start-up, skate rental area build-out, equipment purchases, and timeline planning.

SRO shall work with MECA Tri-Park on procurement or rental of a Zamboni ice machine. SRO shall also coordinate with MECA Tri-Park

The SRO shall provide the POS/cash register equipment, supplies, online ticketing, on-site mobile ticketing, and online liability waivers provided in coordination with MECA Tri-Park.

SRO shall provide all roller-skates, ice-skates, sharpening equipment and any necessary supplies to keep skates in working order.

MECA Tri-Park will annually work with a qualified company for the start-up and shut down of the ice making equipment. SRO must collaborate with MECA Tri-Park and the third-party company on this operation.

### Management Services, Staffing and Operations

The SRO shall provide turn-key operation and shall deliver MECA Tri-Park and guests of The RiverFront a high level of guest service. All personnel of the SRO should be appropriately screened, trained and supervised to ensure this high level of guest service is maintained.

The SRO shall provide on-site staff management during all operating hours. Day-to-day operating personnel should include the following:

- Management staff
- Guest Services/Queue Line Management
- Cashiers
- Skate Attendants
- Skate Monitors
- Ice Resurface Operator

The SRO shall ensure that their employees wear neat, clean and proper uniforms at all times while working at The RiverFront. Proper uniforms include shirts, sweatshirts, jackets, and hats that clearly mark the SRO company.

SRO employees shall prominently display, always while on premises, MECA Tri-Park issued identification badges. These badges will always remain the property of MECA Tri-Park and must be surrendered upon request.

The SRO will be responsible for all periodic maintenance of the ice surface using the ride-on ice resurfacer and manual/hand-held resurfacing devices.

The SRO will be responsible for all ice maintenance in relation to weather events such as rain and snow during the ice operating season. MECA Tri-Park will be responsible for snow management outside of the Skate Ribbon.

The SRO will be responsible for daily inspection of the Skate Ribbon and the general monitoring of the refrigeration system and ice surface. The SRO shall record the operating temperatures, expansion tank level and other agreed upon measures of the refrigeration equipment and ambient weather conditions.

The SRO is responsible for the general monitoring of the ice surface and visual observation of public skaters and users. The SRO will be responsible for enforcing all Skate Ribbon rules. MECA Tri-Park has an incident reporting procedure that the SRO will be expected to follow for any incidents at the Skate Ribbon.

The RiverFront is open from 5am to 11pm every day. MECA Tri-Park and the SRO will collaborate together on the general operating hours for the Skate Ribbon. It is expected

that the SRO can draw upon their experience at other like facilities to help determine the operating hours of the Skate Ribbon.

The SRO will work with MECA Tri-Park on all necessary signage for the Skate Rink. There will be permanent and temporary signage.

MECA Tri-Park has 24/7 Security.

#### Provided by MECA Tri-Park

MECA Tri-Park shall provide the SRO the following:

- Secure storage space, as may be available, for any equipment provided by MECA Tri-Park. The SRO shall provide basic housekeeping services to the storage areas.
- Necessary and requested electrical needed for Skate Rink operation.
- A continuous water supply and a defined snow dump area.
- Rubber matting and seating for a Skate Change area.
- Ambient lighting at the Skate Ribbon. There will be a color changing ribbon over the entirety of the Skate Ribbon which will be managed by MECA Tri-Park.
- PA System for hourly announcements to the Skate Ribbon guests.
- Trash containers and trash removal.
- Weekly meetings to be held between SRO's Management and MECA Tri-Park to discuss upcoming events and review previous events.

#### Deviations from Scope of Services

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

#### 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.

### **PART III - Information to be Supplied by Bidder**

For ease of evaluation and given the fast-track that MECA Tri-Park desires to pursue to reach final agreement, MECA Tri-Park 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 solution. Do not include tax on this page. Tax will be calculated with each invoice.

#### **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. Financial stability (include prior two years financial statements).
- D. Client/employee growth and office locations.

### **3. Qualifications**

Bidder shall describe in detail the Bidder's qualifications to become the Service Provider. This will include information detailing the background of each principal of the Bidder; a detailed history of the Bidder's origination, development, and current operation and an organizational chart showing departments and number of employees per department.

Bidder shall provide information concerning similar operations, including the name of the facility, location, types and quantities of annual transactions, annual revenues and expenses, and type of management arrangement. Bidder shall provide the number of years the service has been performed and the type of service performed.

Bidder shall provide organizational charts and staffing history for comparable facilities.

Please include incentive programs that have been successful at other facilities to ensure quality service at an efficient level.

### **4. Subcontractors**

Describe the firm's planned use of temporary agency labor and the process for checking these individuals in for work at The RiverFront.

In order that MECA Tri-Park may be assured that only qualified and competent subcontractors will be retained for the service, each Bidder shall submit a list of all subcontractors that the Bidder intends to use to fulfill the services.

No change shall be made in the list of subcontractors after the receipt of proposals, unless agreed to in writing by MECA Tri-Park.

### **5. References**

Bidder shall supply a list of five (5) 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.

### **6. 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.

### **7. Training Standards**

Bidder shall describe in detail Training or Orientation Standards. This shall include, but not be limited to, training manuals, video presentations, site orientation, tests or quizzes, and other reference materials.

Bidder shall describe minimum accepted qualifications or standards based upon successful completion of training or orientation.

#### **8. Staffing**

Bidder shall also describe plans for management and overall coordination of the Services with MECA Tri-Park personnel.

The Successful Bidder shall provide the services of an on-site qualified Manager having authority to make decisions on the SRO's behalf. This Manager shall be on site a minimum of 40 hours per week and available during business hours and in accordance with The RiverFront's event schedules to arrange for the initiation and coordination of the Service's operation. This Manager shall be the single point-of-contact for MECA Tri-Park personnel with a solid support staff to ensure an overall successful operation. This Manager shall review and approve daily summary sheets. This person should understand the budgeted labor hours for each season so that notes can be identified on each summary sheet that explains overages in budgeted hours versus actual hours. Any issues will be communicated directly with this Manager and this Manager shall communicate back through the MECA Tri-Park assigned contacts. This process must be detailed and outlined in the Bid Proposal.

Bidder should address the qualifications of those individuals who will be directly involved in providing the services required within this RFP, including the on-site Manager as described above and other staff assigned to the project on a permanent basis.

Bidder shall describe ability to procure, train, and provide enough supervision and labor, up to required staffing levels.

#### **9. Reporting Forms**

Bidder shall include copies of various Reporting Forms currently in use by the Bidder. These forms shall include, but not be limited to Daily Hours Summary Reports, Incident Reports; Accident Reports; and Payroll. Some or all these Reporting Forms may or may not be adapted for use at The RiverFront.

Bidder agrees to properly complete and submit all required Report Forms to MECA Tri-Park in a timely manner, as requested by MECA Tri-Park.

The Successful Bidder will assist MECA Tri-Park in adjustments to current and/or development of invoicing policies and procedures for the Services provided within this RFP.

MECA Tri-Park reserves the right to examine all pertinent accounting/payroll records at all reasonable times for the purpose of determining the accuracy thereof. The making of any willfully false report by the SRO will be grounds for immediate cancellation and termination of the Agreement, at the sole discretion of MECA Tri-Park.

#### **10. Cost/Scheduling/Coordination**

Attachment A must be completed, signed and submitted with proposals. This section should contain complete pricing information. Bidder must fully explain the services and employees included in the monthly management fee.

Bidder shall be held to have carefully examined the specifications and related documents. The compensation to the Bidder shall cover all items shown, specified, reasonably inferred, or manifested necessary to produce the intended results.

Before submitting a Proposal, Bidder shall walk-thru and inspect the areas at The RiverFront. Bidder shall be held to have compared the site with specifications and be satisfied as to the conditions of the property, existing problems, and any other conditions affecting completion of contractor's work.