

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY  
REQUEST FOR PROPOSAL 24039  
LANDSCAPING SERVICES  
February 1, 2024**

**PART I - INTRODUCTION**

The Metropolitan Entertainment & Convention Authority (“MECA”) is requesting proposals from qualified organizations interested in performing all services necessary to perform seasonal maintenance and inspection of grounds landscaping on 422 acres for MECA managed Facilities. These Facilities currently include CHI Health Center Omaha (“CHIHCO”) and Charles Schwab Field Omaha (“CSFOO”), collectively, the “Facilities”. MECA is responsible for managing the operations of these Facilities.

**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	Thursday, February 1, 2024
* MANDATORY Pre-bid Meeting	Thursday, February 8, 2024, at 2:00pm
Final Questions	Wednesday, February 14, 2024, at 2:00pm
Due/Public Opening	Thursday, February 22, 2024, at 11:00am
Post Bid Interviews (if needed)	Will be scheduled February 26 <sup>th</sup> - 28 <sup>th</sup> , 2024

\* 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 February 7, 2024.

**2. Bidder Inquiries**

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

**3. Delivery of Proposals**

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

MECA  
RE: Bid on Landscaping Services 24039  
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) 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 Service Agreement and Payment

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

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

5.2 Term

The initial term of this Agreement shall be for one (1) year beginning March 20, 2024. In addition to the initial term and at the sole discretion of MECA, the Agreement may be renewed for three (3) additional, two (2) year 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 renewal term shall be no more than the Consumer Price Index average of the twelve-month period ended October 31 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 (90) 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 more than 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.

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 always comply with applicable laws, ordinances, and regulations of local, state, and federal agencies, along with all regulations, policies, and procedures of MECA.

Bidder certifies and agrees that, with respect to its staff and employees who will participate in the performance of this Agreement, the Bidder shall maintain a workplace free of drugs and alcohol during the term of this contract.

If, for whatever reason, MECA determines that personnel assigned to the 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 and defend MECA for any sales tax audit assessment against MECA relating to the amount of Nebraska sales tax charged under this Agreement.

As a Vendor of CHIHCO, any sales tax collected must be reported to the State of Nebraska monthly. A Convention Center Facilities Financing Assistance Act Sales and Use Tax Information Form must be completed and filed on or before the 20th day of the month following the month of sale. Forms are available by contacting MECA's Finance Department. Vendor must also supply MECA with the Vendor's Nebraska Sales Tax Permit number on Attachment A – Proposal Form upon execution of the Agreement.

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

This bid is for qualified Landscaping Inspection and Maintenance service companies to provide an inspection report and perform general maintenance for the entire grounds at CHIHCO and CSFO.

Bidder will be responsible for ensuring and maintaining a quality appearance throughout various planter beds, islands and other areas of the entire 422 acre site, including but not limited to: Parking Lots A, B, C, D, the plaza and marquee areas on the south side of CHIHCO, the front apron along the west side of CHIHCO from the parking garage to Mike Fahey Street, the dividing islands on 10<sup>th</sup> Street from Capitol Avenue to Cuming Street, planter bed at north end of 10<sup>th</sup> Street, and the dividing islands on Cuming Street between 14<sup>th</sup> Street and the bridge.

See Attachment B outlining approximate areas requiring landscaping inspection and maintenance.

### **General Maintenance Services**

- Non-turf weed control, to agreed upon expectations.
  - No weeds or general grasses visible in planter beds/areas with plantings (either stand alone or growing through other plants).
  - No weeds or general grasses visible in mulched areas or along fence lines.
  - This includes the removal of dead weeds.
- Tree pruning and trimming, to agreed upon expectations.
  - Maintain quality symmetrical appearance and proper clearance for pedestrian walkways and driveways.
  - Remove any dead or dying branches and volunteers growing from trunk and root balls.
- Bi-annual shrub trimming, to agreed upon expectations (scheduled with MECA)
  - Maintain quality symmetrical appearance, maintain spacing from other plantings, and proper clearance for pedestrian walkways and driveways.
- Annual aeration of grounds.
- Annual winter prep/clean-up, such as cutting back of perennials, native grasses, etc.

General Maintenance Report:

The winning Bidder will do an initial assessment of the grounds to provide a report, outlining the approach that will be taken to maintain the grounds to the expectations that have been provided. As part of the on-going General Maintenance Services, reoccurring meetings/walk-throughs with MECA may be required to track the work ensuring a consistent look throughout the year.

Bidder will report recommendations to MECA regarding additional services to address trouble areas and/or operational procedures that MECA may wish to implement related to the overall care of the grounds. Each trouble area will include a priority status as to when work should be completed. Recommendations that fall outside of the general maintenance service agreement should be accompanied by a price quote.

The General Maintenance Report must also include a program for maintaining turf areas, including when to weed and feed, types of fertilizers and other turf maintenance recommendations. MECA staff will perform all such maintenance and all supplies will be purchased by MECA. MECA also requests recommendations for treating pests such Emerald Ash Borer or any other threats to the plantings.

Scheduling:

MECA must know in advance when crews will be on property as certain events may require areas of work or equipment use to be limited or not permitted at all. The Successful Bidder will coordinate the maintenance schedule with MECA to include intended dates, times & duration of work, and tasks to be performed in specific areas of the property. MECA must approve tasks and will assign priority areas, *as necessary*, prior to work taking place. Winning Bidder will provide regular updates on progress of tasks with estimated completion dates.

Pricing/Invoicing:

Bidder must supply all labor, tools, equipment, materials and expertise to properly fulfill the scope of work outlined above. Pricing is inclusive of all labor, materials, equipment, taxes and all other charges and includes the cost of General Maintenance Service. No overtime will be paid. The annual maintenance cost is a "not-to-exceed" amount.

MECA will be invoiced monthly. The annual maintenance cost will be evenly divided over the 8 (eight) month period, March to October. Invoices must either be clearly itemized to show date of work, location of work, description of work, number of staff and duration of work, or accompanied by a document that provides this level of detail. MECA will provide a facility map labeling each area to ensure the terminology used on an invoice or supporting document is consistent with MECA's location descriptions.

MECA is also requesting to establish Labor rates for tasks outside of the general maintenance services such as planting and/or transplanting. The purchase of plants/trees to be invoiced separately.

Additional Information:

General Maintenance Services does not include any of the following: mowing, weed control or fertilizing of lawn or turf areas. This work will be performed by MECA staff.

Successful Bidder must ensure they can procure plantings that match or closely resemble current plantings and must be approved by MECA as well as recommend new plantings that will thrive in our soil conditions.

The Successful Bidder will not store any chemicals or other hazardous materials at the facility without MECA's consent. Use of all equipment, chemicals, and supplies must be done taking commercially reasonable safety precautions necessary to reduce the opportunity for personal injury.

### **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.

#### **2. Company Profile**

The Bidder should provide information about the company, including the following information:

- A. Company name, address, telephone number and contact person.
- B. Brief company history, which can be in the form of a company brochure.
- C. Local service capabilities (hours of operation and parts availability).

#### **3. Subcontractors**

In order that MECA may be assured that only qualified and competent subcontractors will be retained for the service, each Bidder shall submit with his/her name a list of all subcontractors that the Bidder intends to use. No change shall be made in the list of subcontractors after the receipt of proposals, unless agreed to in writing by MECA.

#### **4. References**

Bidders shall supply a list of three references 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. Warranty and Support Information**

Bidders must provide warranty information regarding products (plantings) and workmanship.

#### **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.