

**MECA TRI-PARK COMPLEX, LLC  
REQUEST FOR PROPOSAL RFP24005  
SECURITY SERVICES FOR THE RIVERFRONT  
APRIL 18, 2024**

**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 Security Services for MECA Tri-Park managed Facilities. These Facilities include Gene Leahy Mall, Heartland of America Park and Lewis & Clark Landing collectively, “The RiverFront”. MECA Tri-Park is responsible for managing the operations of The RiverFront.

The Security Services Provider (“SERVICE”) for MECA Tri-Park will provide staffing for security within The RiverFront twenty-four hours a day, seven days a week and 365 days a year (“24/7”), as-needed supplemental and/or event security.

The RiverFront is in downtown Omaha, NE. The RiverFront contains more than 72 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	April 18, 2024
* MANDATORY Pre-bid Meeting	April 25, 2024 at 10:00am CST
Final Questions	April 30, 2024 by 11:00 am CST
Due/Public Opening	May 9, 2024 at 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 [kbassett@omahameca.com](mailto:kbassett@omahameca.com) of their intention to attend this meeting no later than (April 25, 2024 at 10am).

**2. Bidder Inquiries**

All inquiries regarding this RFP must be made in writing and addressed to [kbassett@omahameca.com](mailto:kbassett@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: Security Services 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: kbotello@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.

The initial term of this Agreement shall be for one (1) year beginning June 01, 2022, unless terminated sooner as hereinafter provided.

In addition to the initial term hereof and at the sole discretion of MECA Tri-Park, the Agreement may be renewed for four (4) successive two (2) year renewal periods. MECA Tri-Park 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 three percent.

Payment terms will be Net 30 days.

5.2 Termination

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

5.3 Insurance

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

Commercial General Liability Insurance on an occurrence form, (including premises operation liability, contractual liability and product/completed operations liability, and personal injury including but not limited to libel, slander or defamation of character, false arrest, detention, imprisonment, or malicious prosecution) 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 \$3,000,000 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, 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.

Fidelity bonds/crime insurance policy which includes employee dishonesty coverage and employee theft of client property, with limits in an amount of not less than \$1,000,000 for all employees of Bidder in connection with the work under this agreement.

Professional Liability (Errors & Omissions) for armed security guards which insures Bidder and its employees, agents and servants against errors and omissions in rendering or failure to render professional services by the Bidder. The limits shall not be less than \$5,000,000.

Employment Practices Liability Coverage including third-party claims. A per claim limit of \$1,000,000 and an annual aggregate limit of \$2,000,000. Coverage to include MECA Tri-Park as Additional Insured or meet definition of Insured Person.

#### DEDUCTIBLE AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by MECA Tri-Park. At the option of MECA Tri-Park, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to MECA Tri-Park, its officers, officials, employees, and volunteers, or the Vendor shall provide a financial guarantee satisfactory to MECA Tri-Park guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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.

#### SUB-CONTRACTORS

Since MECA Tri-Park is contracting for professional services of an armed security guard firm, sub-contractors will be expected to be covered within the firms' current insurance policy for the duration of the contract.

#### 5.4 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.

#### 5.5 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.

#### 5.6 Scope, Quality of Work Guarantee

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

endeavor to provide first-class service of the highest quality attainable and to conduct the work in a professional manner.

In the event that the performance of the Security Services are unsatisfactory, in addition to any remedies available to MECA Tri-Park hereunder or at law or equity, Bidder will equitably adjust its fees to the reasonable satisfaction of MECA Tri-Park. If MECA Tri-Park needs to separately contract other security services to fulfill the services, the successful bidder is responsible for the costs. In addition, a penalty of \$1,000.00 per event will apply.

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 PROJECT**

### **Overview**

The Services will provide all guests and employees of MECA Tri-Park a safe and secure environment. The Services will include 24/7 security personnel and armed security officers for designated events.

Service must provide a full-time Security Supervisor who will be responsible for total overall management and administration of the Security Services and have the authority to make decisions on the Services behalf. The Security Supervisor shall be available 24/7 via cell phone.

The Security Supervisor shall be the single point-of-contact for MECA Tri-Park's personnel with a solid support and supervisory staff to ensure an overall successful security operation. Any security issues will be communicated by MECA Tri-Park directly to the Security Supervisor and the Security Supervisor shall communicate back through MECA Tri-Park's designated security contact.

The Security Supervisor shall provide the management and administrative functions for the Service's personnel, including scheduling and reviewing/approving time sheets for all staff. The Security Supervisor must provide consultation services for security operations and issues, including security threats, security equipment or any other issues involving security operations. The Security Supervisor shall coordinate MECA Tri-Park's Security operations with local and other law enforcement agencies.

**Provided by Security Service**

- Provide management, operation, and supervision of the security officers.
- 24/7 Park Security, performed by unarmed security officers.
- Specialty/Event Security, which may require armed or un-armed security officers, depending on the event.
- Furnish qualified personnel.
- Provide MECA Tri-Park with staffing plans on a weekly basis.
- Provide administrative functions necessary to perform services.
- Carry out the security plans in specificity and be accountable to MECA Tri-Park for the plan.
- Consult with, on a regular basis, and be completely responsive to, MECA Tri-Park on any matter affecting the perception of the Security Service operation by clients, patrons or other users of The RiverFront.
- Promptly, properly, and adequately administer assistance to those requesting it.
- Work closely with any and all emergency reaction agencies responding to incidents at or on the properties during events in which the vendor is providing services.
- Implement procedures to ensure that MECA Tri-Park is immediately notified of any occurrence within The RiverFront during events in which the vendor is providing services, affecting quality, safety, or security.
- Security reporting system that automatically generates daily incident reports as entered by the security guards.
- Security guard tracking to ensure that rounds are being made.

**Duties of the officer performing security patrols shall include, but are not limited to:**

- Secure all public and non-public areas of the park including locking and unlocking specified doors at park close and open.
- Perform regular rounds of all park areas at agreed upon intervals, minimum of every hour.
- Respond to calls for service and incidents

- Investigate slip and fall accidents and other personal injury incidents
- Assist with crowd control, as needed
- Assist with implementation of emergency procedures
- Complete door check reports, rounds reports and other reports and submit to Security Manager
- Monitor all park security cameras 24/7

### **Provided by MECA Tri-Park**

- Secure storage space for any equipment necessary to fulfill the Services. The Service will acquire no permanent rights to these spaces and will be required to keep it, and all areas utilized by their employees, in a neat, clean, safe, and sanitary condition.
- A working space for the Security Supervisor, with a desk, chair, computer, access to a printer, a desk phone, Internet connection and an email address. The Service is responsible for providing office supplies and cell phones.
- Two-way radios for Building Security officers. Radios are to remain on the premises of MECA Tri-Park at all times.
- Access into and about The RiverFront to those areas required for the execution of the contracted services.
- A cart-like vehicle for security guards to use while patrolling The RiverFront

### **Uniforms**

The Service shall ensure that all personnel wear neat, clean, and proper uniforms at all times while employed at The RiverFront. All uniforms shall be provided by the Service. The uniform for unarmed security personnel shall be of a type and style mutually agreed-upon by MECA Tri-Park and the Service. The Service shall be responsible for the cleaning and maintenance of the uniform.

Uniforms must be identified with a MECA Tri-Park logo. The typical uniform for 24/7 building security is a white polo shirt, black or dark gray slacks and black shoes. The uniform for event security is an official officer's uniform.

The Service employees shall prominently display MECA Tri-Park issued identification badges at all times while on the premises. These badges will remain the property of MECA Tri-Park and must be surrendered upon request.

### **Staffing Levels and Training**

Bidder must have the ability to procure, train, and provide sufficient personnel and supervision. Bidder must demonstrate its ability to meet all MECA Tri-Park's staffing requirements for both unarmed and armed personnel for multiple events occurring simultaneously.

MECA Tri-park reserves the right to use its employees from time to time to perform any Security Services tasks/assignments, or to utilize alternative Security Service Providers for specific tasks. In such cases, the Service will assist in a support function.

The Service will be responsible for providing appropriate initial and on-going training of staff assigned to the Facilities. Training must include, but not limited to, equipment commonly used in the completion of assigned tasks, safety and emergency operations,



MSDS, and Blood Borne Pathogens. Training records must be kept for all on-site employees.

Providing great guest service to all visitors of The RiverFront is of very high importance to MECA Tri-Park. As such, the Service's staff must attend a minimum of two guest services trainings per year which will be conducted by MECA Tri-Park staff.

In order for the Service to keep up to date with the industry specific security topics, the Security Supervisor is required to attend one industry specific security conference, seminar, class, and/or training each year. MECA Tri-Park and the Service shall mutually agree upon the selected conference, seminar, class, or training sessions.

### **Conduct of Personnel**

Bidder shall screen all employees or prospective employees, and obtain satisfactory personal references, background checks, and take other appropriate measures to determine that employees are of good character. All Service staff personnel shall be properly licensed, if required, according to the applicable laws of the State of Nebraska.

Service personnel are required to work closely with any and all emergency reaction agencies responding to incidents at the Facilities.

While on duty at The RiverFront, personnel of the Service shall not use cell phones for personal calls, text, web surf, read or engage in other recreational/leisure activities.

The Service 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.

The Service shall make its employees available to attend required MECA Tri-Park specific orientation and training. Time for this training will be billed to MECA Tri-Park at the hourly rates identified in the Agreement.

### **Accounting**

Separate monthly invoices shall be submitted to MECA Tri-Park's Finance Department for the lump sum monthly management fee for Event Security, Overnight Security, and 24/7 Building Security.

The Service shall provide daily and monthly reports and any other backup requested by MECA Tri-Park to verify amounts due to Service as a result of the provision of Services covered in this RFP. The Service agrees to properly complete and submit any and all required report forms requested by MECA Tri-Park in a timely manner. Such reports shall include, but are not limited to, the following:

- All security hours that are related to an event (armed and overnight) must be reported daily. Such daily reports shall include the type of security provided (armed or overnight), event name, facility name, date, security officer name, and number of hours worked.
- A monthly report shall be provided that summarizes the event hours worked for the month. Such report shall be verified by MECA Tri-Park prior to invoicing.

- Building Security hours are to be reported monthly with the invoice and must include the date, officers' names, and specific hours worked.

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

### **Customer Service**

The Service will constantly endeavor to provide first-class service of the highest quality attainable and to conduct the work in a professional manner.

MECA Tri-Park and the Service will develop a mutually agreed-upon method to assist in measuring customer service. The Service will use these measurements to respond to trends and to continually improve the level of service.

Failure of the Service to respond to requests by MECA Tri-Park to change undesirable practices or to implement practices to provide the highest level of service will result in termination of the Agreement.

### **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.

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

Bidder shall describe in detail the Bidder's qualifications to become the SERVICE. This will include information detailing the history of the Bidder's origination, development and current operations; the background of each principal of the Bidder, quality of service being offered; an organizational chart showing departments and number of employees per department.

#### **3. Financial Performance**

Bidder must provide information about financial performance (including the prior two years' financial statements to include Balance Sheet, Income Statement, Statement of Cash Flows and Notes to the Financial Statements).

Bidder must disclose if the company is for sale or otherwise anticipating or involved in a merger, acquisition, divestiture, or other relationship affecting ownership.

Bidder must disclose if any commercial/business contracts have been terminated prior to the end of the contract term since June 1, 2017. If any contracts have been terminated prematurely, Bidder must disclose the reason for such early termination.

#### **4. Customer Support and Quality of Service Standards**

Describe the firm's customer support program.

Bidder must provide a detailed description of its service standards, method of measuring quality of service, and plans for continuous improvement of all aspects of the delivery of those services.

## **5. References**

Each Bidder shall supply a minimum of three (3) references attesting to the Bidder's ability to adequately perform the requirements of the RFP. Bidder must have provided comparable security services for references within the last three years.

References should be submitted with the proposal and include contact person(s) current addresses, telephone numbers, email address, type of service performed and operation dates.

Bidders shall provide organizational charts and staffing history for like services in comparable facilities.

## **6. 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.

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

## **7. Staffing**

Bidder shall describe ability to procure, train and provide sufficient personnel, supervision, management and staffing, up to required staffing levels as described in this RFP.

Bidder shall describe current recruiting methods and labor pool.

Bidder shall describe information requested in its background check of potential employees.

Bidder shall submit a sample employment application and sample employment contract.

Bidder must demonstrate its ability to meet MECA Tri-park's staffing requirements for both unarmed and armed security offices for multiple events occurring simultaneously at separate facilities.

Bidder shall provide the number of employees currently on staff capable of fulfilling the responsibilities of the Security Supervisor position. Bidders must submit the minimum qualifications or resume of the person they are seeking to fulfill the Security Supervisor(s).

Bidder shall provide the minimum qualifications of unarmed security officers they are seeking to fulfill the unarmed security officer positions.

Bidder must confirm whether armed security officers which are to be assigned to The RiverFront are active-duty or retired law enforcement officers certified in the State of Nebraska.

## **8. Operations Strategy**

Bidders must submit a complete organization chart detailing all proposed management, administration, full-time and part-time positions that the Bidder proposes to devote to MECA Tri-Park's Facilities.

Describe how the Security Services provided will interact and coordinate with local and other law enforcement agencies.

Describe current relationships with, and qualifications to coordinate with, local and other law enforcement agencies.

Bidder must confirm that subcontracted labor will not be used to fulfill the unarmed Building Security Officer positions.

## **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 Reports, Invoices, and Incident Reports. Submitted reporting forms may or may not be adapted for use at The RiverFront.

## **10. Deviations from Scope of Project**

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

## **11. 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.