

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY
REQUEST FOR PROPOSAL 25039
PARKING DEVICES AND OPERATING SYSEM
SEPTEMBER 27, 2024**

PART I - INTRODUCTION

The Metropolitan Entertainment & Convention Authority (“MECA”) is requesting proposals from qualified organizations interested in performing all services necessary to provide and install parking point of sale (“POS”) handheld devices and operating system for parking services at the MECA managed facilities. These facilities currently include CHI Health Center Omaha (“CHIHCO”) and Charles Schwab Field Omaha (“CSFO”). MECA is responsible for managing the operations of these Facilities.

The Facilities are located in downtown Omaha, NE. The CHIHCO Facilities contain more than 1,000,000 sq. ft. of space including a 194,000 sq. ft. exhibition hall, over 63,000 sq. ft. of meeting space, 42,000 sq. ft. of pre-function area and up to a 18,000 seat arena. CSFO overall is 494,397 square feet (excluding playing field) and includes a 24,500 seating bowl.

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 listed CST*):

RFP Issued	Friday, September 27, 2024
* MANDATORY Pre-bid Meeting	Thursday, October 3, 2024, at 1:00pm
Final Questions	Tuesday, October 15, 2024, at 10:00am
Due/Public Opening	Tuesday, October 29, 2024, at 1:00pm
Post Bid Interviews	Will be scheduled the week of November 4-8, 2024

* This is a mandatory pre-bid meeting. All Bidders who may wish to provide a Proposal must participate in this virtual meeting. A meeting link will be provided to those who wish to participate. Bidders must notify MECA at kshiers@omahameca.com of their intention to attend this meeting no later than 2:00 pm, Wednesday, October 2, 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 Parking Devices and Operating System 25039
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.

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 Termination

The Agreement is terminable by MECA upon minimum sixty (60) days written notice, without penalty or cause.

5.3 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.

5.4 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.

5.5 RFP and Bidder's Proposal

This RFP and the Bidder's proposal thereto shall become part of any contract that may be entered into as a result of this RFP.

5.6 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.

5.7 Scope, Quality of Work Guarantee

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

5.8 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.

5.9 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 on a monthly basis. 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 scope of this project is to provide twenty (20) Point-of-Sale handheld devices and the operating system for MECA parking operations. Proposals shall include the design, coordination, supply, installation and testing of the complete Point-of-Sale devices and Operating System. Proposals must include all pricing, including design, coordination, labor for installation and testing, supply hardware, software and other equipment as needed, to provide a fully integrated, complete and turnkey System.

MECA works with a contractor for parking management to provide attendants and oversight of the parking lots. These devices will be used in parking lots A, B, C, D, and the garage. Attachment B provides a site diagram, which includes the locations of the parking booths for each lot.

Mandatory post-bid interviews, demonstrations, and presentations will be conducted with selected Bidders in-person.

The proposed devices and system must meet the following criteria:

Devices:

- A) The vendor shall provide twenty (20) handheld point of sale devices. MECA will purchase these devices.
- B) The vendor shall provide enough bank charging stations for all devices and ten (10) single chargers, including all necessary equipment for the chargers.
- C) The vendor shall provide pricing for cases for the devices (if applicable).
- D) Devices must be able to withstand extreme weather conditions, such as heat, rain, freezing temperatures, etc.

Payment Capabilities:

- E) MECA shall be the merchant of credit card processing (TSYS compatible).
- F) All revenue generated will be remitted back to MECA.

- G) The devices must have the capability for cash payment and card payment.
 - a. Processing of all payments for events must be real-time with option for stored processing in case of network outage.
 - i. If using cellular service as a backup, please provide any cost (if applicable).
- H) The devices must process Apple Pay and Samsung Pay.
- I) The product must offer QR code scanning options.
- J) The product must offer contactless payments.
- K) The product must offer an option for P2Pe transactions.
- L) The product must offer the ability to provide digital and physical receipts.
 - a. Physical receipts must be able to print at all parking booth locations.
 - b. Must have ability to print receipts, which can include option information pulled from Ticketmaster such as parking space number.
 - c. Devices must have the capability to refund a credit card transaction.
- M) Must possess PCI Compliant Level 1 DSS Certification, Payment Application Data and Security Standards, Point to Point Encryption, EMV Chip and MSR Swipe Technology.

Device and System Capabilities:

- N) The product must offer real-time validations and integration to Ticketmaster (fully authenticate/validate).
 - a. If a prepaid parking pass is found to be invalid, device must present reasoning (duplicate pass, valid pass wrong lot, invalid pass, etc.)
- O) The devices must have multiple connection redundancies, for example, 5G, LTE, 4G, Wi-Fi, and offline capabilities that maintain integration into the Ticketmaster system. Please list all connection redundancies in response.
- P) Bidders must provide what the devices can support for Wi-Fi: 2.4GHz and/or 5GHz.
- Q) The product must track real-time utilization including but not limited to VIP list, season ticket holders, staff and other personnel, all through a cloud-based service.
- R) The product must offer the ability to digitize / log cash transactions.

- S) The product must be able to provide analytics on per-event, multiple events, or for specific date range (including monthly and yearly) on the following:
- a. Each device must have capability to identify which device is being used at which location for reconciliation per shift/event.
 - b. Utilization
 - c. Revenue by type
 - d. Card revenue by card type
 - e. Exemptions allowed by type
 - f. Taxes/fees passed through
 - g. Prepaid passes accepted or rejected
 - h. Redemption status/percentage of prepaid passes (by channel/and lot)
 - i. Internal permits allowed
 - j. Reconciliation after a shift
 - k. Redemption by event.
- T) The product must be able to ingest internal permits for scanning and provide real-time validation and tracking.
- a. Ability to set specific re-entry rules for each permit.
 - b. Ability to set specific date ranges when each permit is allowed.
 - c. Ability to set specific locations / lots where each permit is allowed.
- U) The product must be able to manage multiple events at the same time.
- V) The devices and system must provide a customer management system that includes the following: a web-based dashboard portal that will allow those with access to track real time transactions, inventory, reporting and other capabilities.
- W) The respondents must provide average transaction time for cash payment, card payment, and pass/scanning validation.

Installation

Installation requires design, configuration, installation of equipment and associated software, knowledge transfer, testing, validation and acceptance by MECA. In order for an all-inclusive and fully functional/operational System, the following implementation services shall be included in Bidder's bid proposal. Bidder must clearly state if any of the following are not included

- a) Pre-Installation On-Site Survey
- b) Programming/Configuration

- c) Hardware & Software Installation & Integration
- d) Handheld Setup and Testing
- e) On-Site Training-Property Expert,
- f) On-Site Training-Manager Training
- g) On-Site Training-Cashier Training
- h) On-Site Training-Site Certification
- i) On-Site Live Support-Lead
- j) On-Site Live Support-staff (First 3 Events/)
- k) All Travel for Implementation Services

Testing

The successful Bidder will thoroughly test the equipment before MECA's first event after installation is complete.

In addition to the pre-event testing, the successful Bidder will also be required to have a qualified technician on-site during the first three events. Bidder will be required to monitor all systems.

Training

The successful Bidder must provide 12 hours of on-site training after acceptance of the system. The Bidder shall be on call during the warranty/maintenance period to answer any questions MECA's representatives might have. The Bidder shall maintain time sheets verifying the total hours of training provided. MECA reserves the right to use any excess training hours, not used by the time of system completion, for future training as requested by MECA until the total number of training hours have been exhausted.

Warranty Agreement (Hardware)

As part of the Warranty Agreement all hardware must be warranted from failures and from defects and workmanship.

The Warranty Agreement must meet the following criteria. Any deviation from any of the following criteria may disqualify the Bidder.

- a) Support service must be available 24 hours a day, seven days a week, 365 days per year.

Maintenance / Support Agreement (Software)

MECA is requesting pricing for an annual maintenance agreement for help desk and software enhancement protection which includes all upgrades, patches, etc. This agreement would commence upon the completion of the initial installation, testing and acceptance by MECA of the installation project.

The Software Maintenance Agreement must meet the following criteria. Any deviation from any of the following criteria may disqualify the Bidder.

- a) Telephone support service must be available 24 hours a day, seven days a week, 365 days per year.

Timeline:

All work must be scheduled with MECA to accommodate the event schedule. We anticipate that an Agreement will be in place by November 18, 2024. The successful bidder should complete the project as quickly as possible.

MECA will work with the winning bidder to identify timeframes for all on-site activities. Work may need to take place in phases. This is a lump sum, not-to-exceed, agreement. At no time will MECA pay additional fees for overtime or non-business hours worked.

- The successful Bidder must provide MECA a detailed schedule for completion of the Work.
- The successful Bidder must provide MECA with status updates.
- The successful Bidder must provide MECA the name and cell phone number of the lead installer that will be on site.

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 solution.

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

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 to supply the company name, contact name, email address, and telephone number of three references of POS installations of similar facilities. Bidders to provide a brief description of the work of the project fulfilled for each facility. References must be for projects within the last three years.

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. Customer Service

Bidder must detail educational training / support available. Bidder shall provide hours and days that customer service is available. Bidder must provide a dedicated account manager.

7. Project Narrative

Bidder shall provide detailed information including overview of system, installation plan, implementation, configuration, testing, validation, training and acceptance.

8. Detailed Pricing

Bidder shall provide detailed pricing information for the project, including unit prices on each piece of equipment. Attic stock may be adjusted by MECA prior to signing a purchase agreement, at the unit prices provided in the detailed pricing.

9. Specification Sheets

Bidder shall provide detailed specification sheets of each piece of equipment proposed.

10. Warranty and Support Information

Bidders must provide warranty information for equipment and services.

11. Deviations from Scope of Project

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

12. 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.