

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY
REQUEST FOR PROPOSAL 25055
PORTABLE RESTROOM RENTAL
FEBRUARY 3, 2025**

PART I - INTRODUCTION

The Metropolitan Entertainment & Convention Authority (“MECA”) is requesting proposals from qualified organizations interested in performing all services necessary for the rental of portable restrooms at MECA managed Facilities. These Facilities currently include CHI Health Center Omaha (“CHIHCO”) and Charles Schwab Field Omaha (“CSFO”), collectively, the “Facilities”. MECA is responsible for managing the operations of these Facilities.

The Facilities are located in downtown Omaha, NE.

1. Anticipated RFP Schedule

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

RFP Issued	Monday, February 3, 2025
Final Questions	Monday, February 10, 2025, 10:00 am
Due/Public Opening (time)	Thursday, February 13, 2025, 1:00 pm

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 Portable Restroom Rental 25055
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 via teleconference; however, attendance is not required. MECA reserves the right to accept or reject late proposals or to extend the time for response for one or more respondents. If sending a bid electronically, email to: RFP@omahameca.com. Bid will not be accepted to a personal email box.

4. Criteria for Evaluation of Proposals

4.1 Evaluation of Compliance with RFP Guidelines

Each proposal received will be evaluated to determine whether it generally supplies the information requested in this RFP. MECA may (at its sole discretion) disqualify any proposal, which it deems 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 1, 2025, unless terminated sooner as hereinafter provided.

In addition to the initial term hereof and at the sole discretion of MECA, the Agreement may be renewed for three (3) successive two (2) year renewal 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 three percent.

5.3 Termination

The Agreement is terminable by MECA upon minimum sixty (60) 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 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.

5.5 Indemnification

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

MECA is not responsible for any equipment, furnishings, supplies or other property or products owned by Bidder and used or stored at the Facilities, nor is it responsible for damage resulting from power failure, flood, fire, explosion or other similar causes. In no event is MECA responsible for consequential damages.

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

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.

5.6 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 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.

5.8 Scope, Quality of Work Guarantee

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

5.9 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.

5.10 Sales Tax

All federal, state and local taxes, including without limitation sales, use, excise, privilege, transactional, gross receipts, ad valorem or any other transactional tax or customs and duties ("Tax" or "Taxes") paid or payable by Bidder, however designated, levied or based on amounts payable to Bidder under or in connection with the RFP have been included in the pricing set forth on Attachment A – Proposal Form as required by the relative taxing authorities.

MECA is a sales taxable entity and as such, Bidder warrants that sales tax is included in the price provided on Attachment A – Proposal Form. Notwithstanding anything in the Agreement to the contrary, the successful Bidder shall indemnify defend and hold harmless, MECA for any sales tax audit

assessment against MECA relating to the amount of Nebraska sales tax charged under this Agreement.

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

PART II - SCOPE OF PROJECT

This bid is for the rental of Portable Restrooms on the grounds and parking lots located in the immediate vicinity of CHIHCO and CSFO for the NCAA® Men's College World Series. Quantities may slightly change, plus or minus 10 units, from year to year.

The successful Bidder will be responsible for once a day, on-site waste removal, cleaning (sanitizing and deodorizing) and restocking of all Portable Restrooms. In the event more cleaning services are required, Bidder must provide the price per service call on Attachment A - Proposal Form. Daily cleaning must be completed before 7:30 am. For purposes of this bid, we are listing 11 (eleven) cleanings, which reflects one cleaning per day should the series require the maximum number of games.

Successful Bidder must be available by cell phone/business phone twenty-four (24) hours per day/seven (7) days per week for the duration of the rental period.

Attachment B is a tentative site plan. Specific placement of Portable Restrooms will be determined by MECA and communicated to the successful Bidder prior to on-site delivery and set-up.

Quantities and Dates:

73 portables plus 13 ADA restrooms, (86 total) with daily cleaning (once per day). Rental and cleaning service from June 10 through June 24, 2025. Pending rain delays or game schedule, the services may need to be extended to June 25, 2025. Setup must be completed no later than June 11, 2025. Removal must be completed no later than June 27, 2025.

Specifications:

All standard or ADA compliant/wheelchair accessible Portable Restrooms must be in like-new condition, contain lockable doors, toilet seats and toilet paper dispensers with toilet paper. It is preferred that the Portable Restrooms be equipped with hand sanitizers. Bidder must indicate in their proposal if proposed units are not equipped with hand sanitizers.

ADA compliant/wheelchair accessible Portable Restrooms must include handrails and be ground level to accommodate all accessibility code requirements.

Bidder must provide fully detailed specification sheets, including exterior and interior photos of the proposed Portable Restrooms with their bid.

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 service.

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. 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.

4. Deviations from Scope of Project

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

5. 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.