

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY
REQUEST FOR PROPOSAL 26014
IRRIGATION SERVICES
AUGUST 1, 2025**

PART I - INTRODUCTION

The Metropolitan Entertainment & Convention Authority ("MECA") is requesting proposals from qualified organizations interested in performing all services (labor, equipment and supplies) necessary to perform irrigation services for grounds at MECA managed Facilities. These Facilities currently include CHI Health Center Omaha ("CHIHCO") and Charles Schwab Field ("CSFO") 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 (times are CST):

RFP Issued	Friday, August 1, 2025
* MANDATORY Pre-bid Meeting	Wednesday, August 13, 2025, 11:00 am
Final Questions	Wednesday, August 20, 2025, 10:00 am
Due/Public Opening (time)	Wednesday, August 27, 2025, 10:00 am
Post-bid Interviews (if needed)	August 28-29, 2025

* This is a mandatory pre-bid meeting via teleconference. All Bidders who may wish to provide a Proposal must call in to this meeting. Bidders must notify MECA at kshiers@omahameca.com of their intention to attend this meeting no later than 2:00 pm August 12, 2025.

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 Irrigation Services 26014
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. 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 incomplete or 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 Purchase 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 and four (4) months beginning September 1, 2025, ending December 31, 2026, unless terminated sooner as hereinafter provided. The 2025 season will be prorated for a condensed scope of work. The 2026 season will be the full scope of work.

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.

5.3 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. 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.

5.4 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 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.

5.8 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 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

The intent of this RFP is to receive Proposals from qualified irrigation contractors for Irrigation System Management, Maintenance and Service for the grounds at CHI Health Center Omaha (CHIHCO) and Charles Schwab Field Omaha (CSFO). The proposed work includes system inspections, system repairs and maintenance, spring start up and winterization, and controller management. The successful Bidder is responsible for providing all labor, tools, equipment and materials to provide high-quality Services. Bidders will also provide hourly rates for laborers and a flat rate for replacement parts (installed), as listed below and on the proposal form.

Attachments

- Attachment A – Proposal Form
- Attachment B – CHIHCO property map.
- Attachment C – CSFO property map
- Attachment D – CHIHCO zone map
 - This does not include parking Lot D due to the system not being fully operational at this time. This will be discussed further during the pre-bid meeting.
- Attachment E – CSFO zone map

The successful Bidder will provide services as outlined below. Should the Bidder have variations in the scope of the maintenance services, variations should be clearly noted in the Proposal.

CHIHCO grounds:

Parking Lot A
Parking Lot B

Parking Lot D
North Lawn
Front Apron planter boxes
Plaza Planter Boxes
South Lawn/Marquee area
10th street Medians (Capitol to Cuming)
Rose garden North. of Cuming St.

CSFO grounds:

Parking Lot C
Planter boxes surrounding the Stadium
Union Pacific Statue

Option 1:

To provide updated irrigation zone maps for CHIHCO and CSFO.

1. Scope of Work

To include any and all identified maintenance needs, irregularities, or issues found during the contract tasks: A) System Startup, B) Maintenance Check(s), and C) System Shutdown and report to MECA. Repairs are to be billed separately and shall specifically identify both the issue and the location of the repair. The repairs and estimates must be reviewed and approved by MECA, in writing, prior to moving forward. MECA will not pay for unapproved repairs/service.

A. System Startup

- a. Reconnect all irrigation equipment.
- b. Charge the system main line(s) and verify the line(s) are holding pressure.
- c. Operate each zone to verify valves and heads are working properly.
- d. Ensure that sprinkler heads are watering intended irrigated areas. Water should not spray against buildings, onto paved areas, or onto other surfaces that do not require irrigation.
- e. Identify and adjust all pitched, misaligned and height of all sprinkler heads as necessary. This work shall be included in the System Startup price on the proposal form.
- f. Controller scheduling shall be adjusted based on the next month's expected weather conditions, or for the expected time until the next scheduled maintenance check to minimize excess watering.
- g. Note and report issues to MECA at the time of startup, including location of issue.
- h. Identify any broken or non-operational sprinkler heads, valves, lines, or other items identified that are needed for a fully operational system and provide cost to MECA to repair or replace per the unit price on the proposal form.

B. Maintenance Checks (up to two checks per season determined by MECA)

- a. Work with MECA to schedule maintenance check(s) for the season.
 - MECA is asking bidders to list the price per maintenance check on the proposal form. MECA will determine the need for 1 vs 2

maintenance checks per season, not to exceed 2 maintenance checks.

- b. Operate each zone to verify valves and heads are working properly.
- c. Ensure that sprinkler heads are watering intended irrigated areas. Water should not spray against buildings, onto paved areas, or onto other surfaces that do not require irrigation.
- d. Identify and adjust all pitched, misaligned and height of all sprinkler heads as necessary.
- e. Controller scheduling shall be adjusted based on the next month's expected weather conditions, or for the expected time until the next scheduled maintenance check to minimize excess watering.
- f. Identify any broken or non-operational sprinkler heads, valves, lines, or other items identified that are needed for a fully operational system and provide cost to MECA to repair or replace per the unit price on the proposal form.

C. System Winterization

- a. Blow out all lines using compressed air.
- b. Remove equipment as necessary for MECA to store over winter months.
- c. Shut off any water supply lines controlling irrigation system.
- d. Provide backflow preventor testing and inspection if required.
- e. Successful Bidder shall be required to complete repairs the following spring without additional compensation that are deemed to be a result of incomplete or improper winterization of the irrigation system.

2. General information

- A. The system is a combination of Genesis/Hunter with Rain Bird parts. Each zone is programmed independently (there is not one central location).
- B. The successful Bidder shall adhere to all codes, ordinances, or other regulatory requirements covering the scope of this project.
- C. Bidder is responsible to obtain all necessary local, state, and federal permits and licenses for the Work, if applicable, to include locate tickets for any digging.
- D. Products for any approved repairs must be installed in accordance with manufacturer specifications.
- E. Bidder is responsible for keeping work areas in a safe, neat and in a tidy manner limiting the footprint as much as possible. Bidder is responsible for cleaning work area upon completion of each day.
- F. Must provide sufficient safety and pedestrian barriers while Work is in progress.
- G. Bidder must protect the adjacent areas not receiving work.
- H. The successful Bidder must remove all materials and debris from the premises with the exception of soil. MECA will not provide dumpsters.
- I. Any excavated soil must be placed in the area referred to as the "snow dump" at the north end of Parking Lot D. Bidders will be shown this area during the pre-bid meeting.
- J. The successful Bidder must receive materials directly from suppliers/manufacturers. Storage is not available at CHIHCO.

3. Unit Pricing

On the proposal form, Bidders will list the installed price for the items listed below (material + labor). This pricing will be used in year-one of the agreement for any approved repairs. Bidders will also provide a list of the various types of laborers that may be utilized during the agreement, along with the hourly labor rates and indicate if there is a minimum number of hours charged.

A. Make and Model of Parts

- Hunter- Pro Spray Heads- PROS-04
- Hunter- Rotar heads- PGP Ultra part # PGP-04
- Hunter I-25 Performance Rotor- I-25-04
- Hunter Heavy Duty Valve- PVG-151
- Cresline pipe- 1 inch- SDR-19
- Cresline PVC pipe- 200 PSI- SDR21
- Hunter Timer- A2C-1200-M
- Paige Wire- AWG 14- Nominal O.D 0.154
- Fittings- Spears insert fittings 1"

4. Customer Service Requirements

It is required that MECA be provided a reliable Point of Contact (POC). The POC will work with MECA to provide all services as listed above.

The POC must be available for MECA to reach out to when issues arise. The POC shall be available during standard business hours (M-F, 8am-5pm) and is expected to respond to call, text, or email within one business day or less. In emergency situations, the Successful Bidder shall provide a contact for MECA that shall respond within 2 hours. It is also required to have a consistent Foreman on the premises while the Services are performed. The Foreman must be thoroughly knowledgeable of the areas to be serviced. This Foreman will be the back-up to the main Point of Contact in the event the main Point of Contact is not available.

The successful Bidder must familiarize all crew to the property. All crew must be knowledgeable of the property layout and sprinkler systems before the commencement of Services. MECA will not pay for this training.

The successful Bidder will be responsible for damages that are a result of the services being provided. Repair to damaged areas will be coordinated by MECA and charged back to the successful Bidder. The successful Bidder must implement procedures to ensure that MECA is immediately notified of any occurrence on MECA property.

Failure to meet the above requirements is cause for termination of the Service Agreement.

5. Scheduling

MECA must be informed in writing, a minimum 48 hours in advance with requests for crews to be on property. MECA must approve the scheduling requests 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.

6. Reports/Billing

Bidder is to keep detailed reports of all Services provided. These reports must be made available to MECA upon request. Bidder must explain in their proposals the method used for tracking hours and parts.

Invoices should be submitted on a monthly basis. Payment terms are net 30. All invoices must show the quantity of hours of labor and parts used in the repairs.

MECA will not pay overtime rates.

MECA will not pay a project management fee.

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

A minimum of 50% of the scope of work must be performed by the Bidding Company. MECA will not accept bids where more than 50% of the work is being Subcontracted. 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. Service Narrative/Timeline

Bidders must provide a narrative to describe the approach to completing the tasks listed in Part II-Scope of Project. Detailed information should include (at a minimum) the number of employees and estimated timeline to complete each task, along with an estimate of the number of days per week Bidders staff would be on-site.

8. Deviations from Scope of Project

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

9. 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.