

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY
REQUEST FOR PROPOSAL 21016
WINDOW CLEANING
February 19, 2021**

PART I - INTRODUCTION

The Metropolitan Entertainment & Convention Authority ("MECA") is requesting proposals from qualified organizations interested in performing all services necessary to clean high windows at CHI Health Center Omaha ("CHIHCO") and TD Ameritrade Park Omaha ("TDAPO"), collectively, the "Facilities". MECA is responsible for managing the operations of these Facilities.

1. Anticipated RFP Schedule

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

RFP Issued	Friday, February 19, 2021
*Optional Viewing: <i>TDAPO Field Side Windows</i>	Tuesday, February 23, 2021 11:00 am
Final Questions	Thursday, February 25, 2021, 2:00 pm
Due/Public Opening (time)	Tuesday, March 2, 2021, 11:00 am

2. Bidder Inquiries

All inquiries regarding this RFP must be made in writing and addressed to ksheirs@omahameca.com. Oral explanations or answers shall not be valid. No information will be offered during the optional viewing. 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

One printed copy 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 Window Cleaning
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. When sending electronically, please email: RFP@omahameca.com. Bids will not be accepted delivered 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.

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

5.2 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, successful Bidder shall furnish to MECA certificates of insurance (or

copies of policies, if required by MECA). Such certificates shall name MECA 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, 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 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, personnel, and facilities 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 monthly. A Convention Center Facility 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 project is to provide all labor, cleaning supplies/materials, and equipment including lifts and other telescopic tools, for a one-time clean of select windows at the Facilities.

It is MECA's intention to award this RFP to one Bidder, however MECA has the option to split the award between two Bidders; one for each Facility.

General Project Details

- Hours to complete this work may need to be scheduled outside of 8:00 AM to 5:00 PM.
- Days to complete the work may need to be scheduled on weekends.
- This is a lump sum, not-to-exceed agreement. No overtime will be paid.
- The use of swing stages or repelling from the roof or other areas of the Facilities is not permitted at any time.
- The successful Bidder must provide proof that lift operators are trained by the manufacturer to operate lifts.
- Certificate of Insurance must be submitted before work begins. (Section 5.3)
- All cleaning projects at the Facilities must be scheduled with MECA to accommodate the event schedule.

Base Bid CHIHCO:

The Base Bid for CHIHCO includes the following areas:

- all exterior windows on the east, west, north and south sides of the Facility. Excludes all windows on pedestrian doors.

Project Details – CHIHCO:

- All windows must be hand-washed and wiped using lifts and ladders. Mullions must be wiped after cleaning the windows to remove water and dirt.
- The windows along 10th Street in front of CHIHCO have approximately 4,000 window clings and/or stickers applied. The successful Bidder must fully remove highly discolored and/or damaged clings/stickers (about 75 percent), clean adhesive from the window and then replace with a new cling/sticker. The successful Bidder must use an adhesive removal solution that will not damage the window. Bidder may test the removal solution and calculate the time it will take to accomplish this task before submitting a bid. Bidders are permitted to wash over the top of the stickers that are not damaged or loose. Window clings/stickers shall be supplied by MECA.
- Plywood must be placed under lifts on concrete.
- The successful Bidder must provide all lifts.
- If lifts are to be used on the plaza (above the parking garage) to access the south facing arena windows, a load limit of 100 psf must be adhered to.
- MECA will provide an area in the parking lot for the storage of lifts. The successful Bidder must remove all equipment from the premises once the work is completed.

Timeline for CHIHCO:

Convention Center and Arena: May 10 - May 30 weather permitting. Currently there are days that require work to stop. There are events taking place over these dates that will dictate which areas can receive work versus areas that must remain clear of equipment and staff on certain days. We will coordinate a daily schedule with the winning bidder.

Liquidated damages of \$500.00 per day after May 30, 2021 will be assessed if project is not complete unless discussed and approved with MECA.

Base Bid TDAPO:

The Base Bid for TDAPO includes cleaning windows in the following areas:

- Street Side:
 - Exterior windows above door height, including windows above canopies and ticket windows;
 - Exterior and interior windows above door height at ADA Entrance next to ticket windows;
 - Exterior Suite Level Club Lounge and alcove windows.
- Field Side:
 - Exterior windows on the Press Level;
 - Interior windows in writing press area;
 - Exterior rows of windows immediately above the Suite Level;
 - Exterior windows along the 1st Base Bullpen area.
- Interior Areas:

Hand wash and dry the glass wall between the Press Level and Club Lounge on the Club Lounge side. Hand wash and dry Club Lounge and alcove windows.
- Concourse Areas:

Hand wash and dry exterior of ten (10) concessions stand signs. Lifts can be used for this work.

Option 1 will include cost of cleaning exterior windows door height and below.

Project Details – TDAPO:

- MECA will provide one scissor lift for use at TDAPO to clean interior areas and the concession signs on the Concourse. MECA will not provide a lift operator.
- Lifts cannot be used on the Field Side.
- Due to unknown weight limits on sidewalks, the street side exterior windows on the corner of 13th Street and Cuming Street must be reached either by ladders or using power brushes or water-fed poles and finished with a spot free rinse. Any lifts used on the corner of 13th and Cuming Street must be placed on the street. The successful Bidder is responsible for traffic cones, coordinating with the City or any other logistics associated with parking a lift on the street.
- All other areas where lifts can be used on the street side windows will need to be hand washed and mullions wiped clean.
- The windows on the Press Level at TDAPO (field side) must be hand-washed and may be reached using tall ladders. The row of windows immediately above the Press Level is also included in the base bid.
- The windows above the Suite Level at TDAPO (field side) must be hand-washed and may be reached using tall ladders.
- Washing of all windows along the 1st Base Bullpen area (field side) must be done with an acid wash to remove water spots. Windows must be treated to reduce future water spots.
- These windows were not cleaned in 2020.

A walk-through will be performed following completion of the window washing. Any area that does not meet standards will need to be re-washed.

Timeline for TDAPO:

May 25, 2021 – May 28, 2021

June 7, 2021 – June 11, 2021

Liquidated damages of \$500.00 per day after June 11, 2021 will be assessed if project is not complete unless discussed and approved with MECA.

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. Proposal Form – Attachment A

The Proposal Form (Attachment A) must be completed and signed by an authorized representative of the Bidder.

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. Number of years the company has been providing high-rise window washing services in the Omaha metro area.
- D. Number of full-time and part-time employees.

3. References

Bidder shall supply a list of three relevant references for which it has provided high-rise level, exterior window washing services, including names and telephone numbers of the customer's contact person. Provide a brief description of service, including height, for each reference listed.

4. Qualifications

- A. Bidder shall provide information regarding the method used for high-rise window washing, including the use of lifts and qualifications for lift operators.
- B. Bidder shall provide information regarding the number of employees/subcontractors and the experience of employees/subcontractors who will perform the cleaning.

5. Subcontractors

In order that MECA may be assured that only qualified and competent subcontractors will be retained for the service, each Bidder shall submit 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.

6. Timeline

For the Scope of Project listed in Part II, Bidder must state whether they can complete the work in the timelines provided. Bidder should assume that weather conditions will be favorable.

7. Deviations from Scope of Project

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

8. Contractual Terms and Conditions

The Bidder shall review and provide a response whether the contractual terms and conditions set forth in Part 1, Section 5 are agreeable. A detailed response is required if Bidder is not agreeable to one or more of the terms and conditions set forth in Part 1, Section 5.