

**MECA TRI-PARK COMPLEX, LLC
REQUEST FOR PROPOSAL RF21006
WASTE AND RECYCLING SYSTEM
OCTOBER 11, 2021**

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

The RiverFront is in downtown Omaha, NE. The RiverFront contains more than 60 acres of park space spanning from 13th 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	October 11, 2021
Final Questions	October 13, 10:00 am CST
Due/Public Opening	October 18, 2021, 1:30 pm CST

2. Bidder Inquiries

All inquiries regarding this RFP must be made in writing and addressed to kbotello@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: Waste and Recycling Systems RF21006
455 N 10th 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. A sample MECA Tri-Park Purchase Agreement is available upon request.

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

5.2 Term

The initial term of this Agreement shall be for five (5) years beginning May 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 two (2) successive five (5) 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.

5.3 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.

5.4 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 Tri-Park 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 Tri-Park 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 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.

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 along with copies of endorsements evidencing compliance to the above requirements. Such certificates and insurance policies shall name MECA Tri-Park 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 Tri-Park, 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 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.

5.4 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 RiverFront 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 Tri-Park'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 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:

This Scope of project is for Bigbelly High Capacity/Standard Capacity waste and recycling systems. The High-Capacity units will be solar-powered compacting systems. The Standard-Capacity units will not have a compactor. All units shall contain foot pedals and hoppers. Alternates will not be accepted.

The proposal will include Connect LX, Bigbelly's turnkey smart city solution which delivers a connected smart waste and recycling platform and provides a partner to help deploy, manage, and optimize the customized solution for the full term of the agreement. This platform will provide automated system diagnostics and alerts. Connect LX will include the CLEAN Management Console Licenses for Full Term and CLEAN Mobile Software Licenses for Full Term.

The agreement will include:

- Annual Comprehensive Station Cleaning
- Annual Station Inspection
- Customer support hotline and trained field service professionals

Safety Features:

- These units shall be CE compliant with redundant failsafe mechanisms on all safety critical system elements.
- The safety critical system elements shall operate independent of software or firmware-based controls.
- The hopper mechanism design must prevent any possibility of a user (e.g. an outstretched arm) reaching the compaction mechanism through any opening.

Base software management system:

- The system must have a management console showing real time data information of the solar powered compacting waste bins with a view to reducing unnecessary collections and optimize waste management operations.
- The system must allow map visualization of each unit and fullness level detection.

- The system must allow historical analysis across the entire deployment or individual units.
- The system must allow remote monitoring of the unit for alert, inventory, update and maintenance purposes.

Units should be constructed to the following minimum standards and contain the following technical features:

- Galvanized sheet metal steel interior and exterior construction
- Polyester TGIC powder-coat finish on exterior
- Polycarbonate protection of solar panel
- Safety interlocks on all access doors complete with keys (a master key system is to be provided-one key to open all bins)
- Fused circuit board and battery cable
- Outside LEDS status indicating error codes and machine status

INSTALLATION

It is the responsibility of the successful Bidder to deliver and place the units in the appropriate location as indicated on a map of the park provided by MECA Tri-Park.

TIMELINE

The first set of deliveries to the Gene Leahy Mall will be May 02, 2022. The second and third date of deliveries are estimated to be in the Summer of 2023. Actual dates will be determined at a later time.

The delivery date must be scheduled and approved by MECA Tri-Park due to the event schedule.

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. Proposal must include all costs associated with a complete, turn-key installation.

2. Company Profile

The Bidder should provide information about the company, including the following information:

- A. Company name, address, telephone number, email address, and contact person.
- B. Brief company history, which can be in the form of a company brochure.

3. Subcontractors

In order that MECA Tri-Park 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 Tri-Park.

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. Project Narrative

For Scope of Project listed in Part II, Bidder shall provide detailed information including the installation plan, detailed warranty, and training program consisting of CLEAN Software Account Setup and System Training and Onboarding.

7. Warranty and Support Information

Bidders must provide warranty information for equipment and services. The warranty shall include hardware parts for the full term and expanded warranty coverage for battery end-of-life replacement and network communication upgrades for full term.

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.