

CITY OF OMAHA

**REQUEST FOR PROPOSAL FOR
RESCUE SQUAD BILLING AND COLLECTION SERVICES CONTRACT**

The City of Omaha, Nebraska will receive proposals for providing the Rescue Squad Billing and Collection Services Contract. The attached information summarizes the minimum specifications for the desired service and materials to be included in the proposal.

Sealed proposals will be accepted until November 7, 2007 at 11:00 a.m., at the City Clerk's Office in the Omaha-Douglas Civic Center. Proposals should be addressed to:

Buster Brown, City Clerk
Omaha-Douglas Civic Center
1819 Farnam Street, LC-1
Omaha, Nebraska 68183-0011

Those submitting sealed proposals should indicate on the outside of the envelope in the lower left-hand corner that it is a sealed proposal for the RFP indicated above. The name of the firm submitting the proposal should also be included on the outside of the envelope; submit one (1) original and five (5) copies of the proposal.

Further information regarding this Request for Proposal may be obtained from Irene Wolfe, (402) 444-6263.

The City of Omaha will accept proposals for Rescue Squad Billing and Collection Services Contractor subject to all conditions set forth.

CONDITIONS:

1. Request for proposals must be received prior to the RFP closing date and contained in a sealed envelope marked "Rescue Squad Billing and Collection Services Contract" for consideration.

OPENING: November 7, 2007

ADDRESS: Buster Brown, City Clerk
Omaha-Douglas Civic Center
1819 Farnam Street, LC-1
Omaha, Nebraska 68183-0011

Any questions regarding the RFP may be referred to Irene Wolfe, Revenue Manager, (402)444-6263.

2. Data and documentation included in the RFP becomes the property of the City of Omaha.
3. This proposal and any clarifications must be signed by an officer of the company submitting proposal “certifying that all information presented herein is accurate and complete and procurement and installation can begin upon the City’s request”. Submit on standard 8 ½ x 11 paper. The proposal must be accompanied by a transmittal letter on the contractor’s official letterhead and signed by an authorized official of the proposing firm.
4. The Company awarded the contract will comply with the Contract Compliance Ordinance and has on file with the Human Relations Department the annual Contract Compliance Report (Form CC-1). This report shall be in effect for 12 months from the date received. Any questions regarding the Contract Compliance Ordinance should be directed to Contract Compliance Officer Kathy Hendrix at (402) 444-5056. A Contract Compliance Report (Form CC-1) is attached for reference only.
5. The City reserves the right to reject any and all proposals; all proposals must meet the requirements as shown, with alternate proposals considered. The City of Omaha reserves the right to make award based on the RFP received without any further negotiations.
6. One (1) original and five (5) copies of the RFP must be submitted to allow for evaluation.

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Section I - Proposal Description and Scope of Services

1. Introduction

Effective January 1, 1992, the City of Omaha enacted a rescue squad fee. The current rescue squad fee schedule is attached for your information. These fees are in accordance with the provisions of the Omaha Municipal Code, 10-275, et. seq. Individuals provided emergency medical services with transportation to a medical facility are charged this fee.

The City of Omaha is seeking proposals from all sources to provide the billing, account receivable and collection services for the rescue squad fee.

The project coordinator designated as the official City representative for this selection process is:

Ms. Irene Wolfe, Revenue Manager
Finance Department
Omaha-Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68183
Phone: (402) 444-6263

Please contact Ms. Wolfe if you have any questions or need clarification of any materials contained in this document. It is your responsibility to ensure your complete knowledge and understanding of our requirements.

2. Project Scope

The City of Omaha currently operates a fleet of fifteen (15) rescue squads. All fifteen (15) are front line squads. Based on historical data, approximately 26,000 squad runs will occur in a year. Past experience indicates that 17,000 will involve transportation to a medical facility. These estimates project 17,000 billable squad runs yearly. A squad run could produce multiple billings, depending on the number of people transported per trip.

The City of Omaha's rescue squad service predominantly utilizes eight area hospitals:

Alegent Health Bergan Mercy Medical Center
NHS-Clarkson
Methodist Hospital
NHS-University of Nebraska Medical Center
Creighton University Medical Center
Alegent Health Immanuel Medical Center
Children's Hospital
Alegent Health Lakeside Hospital

3. Required Services

The City of Omaha desires a service provider to provide an accurate billing system with emphasis on a fast turnaround between services and payments. Features of the system must include:

- A. Prompt submission of Medicare, Medicaid and Insurance claims, including secondary provider claims and follow-up procedures for rejected claims. The ability to electronically process claims is required.
- B. The preparation of monthly reports that detail the following shall be submitted in electronic format to the Omaha Fire Department and Finance Department.
 - (1) A summary report of the following information with a detailed report available on request by the City listing each account and its transactions, including name, account number, provider code/ICD-9, address, date of ambulance service, type of third-party claims filed and account balance.
 - (2) A report of recapping the above report which also identifies the source of payments (i.e., Medicare, Insurance, self-pay).
 - (3) A report which ages the accounts receivable.
 - (4) A report detailing the accounts written off which includes the reason for deleting the account.
- C. Follow-up procedures to verify the accuracy of all billings returned by the Post Office, including:
 - (1) Phone book and city directory check and any other online resources or search engines.
 - (2) Contacting directory assistance.
 - (3) Contacting patient.
 - (4) Contacting hospital and Fire Department for verification check.
 - (5) Contacting insurance provider.
- D. Provide all customer-related inquiry services and prepare additional third-party claims based on this information exchange.

- E. Must have the ability to provide Customer Service for non-English speaking clients.
- F. Compliance with Federal, State, Local and HIPAA Regulations will be required.
- G. Contractor must be able to generate copies of statements upon request of the Omaha Fire Department within five working days.
- H. Contractor must employ a Certified Procedural Coder (CPC) with certification from a nationally recognized agency either, AAPC and/or AHIMA that will be assigned to this Contract.
- I. Notify City in writing of the monthly refund amount owed by City for the previous month.
- J. Obtain electronic transfer of demographic data from area hospitals.
- K. Provide electronic filing and remittance with Medicare, Medicaid and all major insurance carriers, where necessary submit paper claims if electronic filing is not accepted.
- L. Provide a toll-free "800" phone number to answer phone inquiries concerning patient account information. This phone number shall be printed on the correspondence sent pursuant to this agreement. Provide customized statements in City's name which shall include the Contractor's website.
- M. Provide on-site training at City (schedule, frequency and type of training to be mutually agreed upon but at least semi-annually).
- N. File primary, secondary and tertiary insurance for patients and resubmit rejections and no action accounts.
- O. Back-up data of Computer System every night and store back-up tapes off-site.

Such off-site facility must be HIPAA compliant and proof of such arrangement must be supplied to the City. A business associate agreement with the data storage facility must be supplied to the City prior to the transmittal of patient data under this contract.

The service provider will check diagnosis codes for accuracy before submission and contact the Fire Department with problem codes. The provider will be required to assist the Fire Department in maintaining and updating their master diagnosis code table and to adapt their system to the Fire Department's current information collection system.

In regard to collection procedures, a “lock box” arrangements has been established with the City’s depository at First National Bank. All receipts shall be deposited directly into the City “lock box” account. The cost of this “lock box” account and the responsibility for collection of insufficient fund checks will be the responsibility of the service provider. Collections for the purpose of this agreement will be net of all insufficient fund checks not collected.

Collection Procedure shall include a 120-day invoicing cycle with four invoices. Accounts which involve third-party claims will begin this cycle upon notice of nonpayment or payment from the third party. All payments on account will reset this cycle. Payment on accounts sent to collection by the City will be the sole property of the City and will not be considered collected under the contract agreement. The City shall have the sole right to pull an account from collection and upon notification by the City all collection efforts must stop and no payment will be made to service provider after the date of the notification.

Either party may terminate this agreement at any time upon the giving of sixty (60) days notice of termination in writing. Upon default of any terms of this Agreement the City may terminate this Agreement upon written notice of default to the Contractor.

Upon the effective date of termination, Contractor shall cease to enter new patient and charge data into its Computer System, but will (i) continue to perform the Services under this Agreement, at the then-current rates hereunder, for a period of ninety (90) days with respect to all of City’s accounts receivable arising from charges for clinical procedures rendered prior to the termination date, (ii) thereafter discontinue processing such accounts receivable, (iii) deliver to City, a final list of accounts receivable in an electronic format that is a standard business format.

Implementation and Information Assistance.

The Revenue Manager, previously identified, along with assigned staff will provide assistance, coordination and direction in all aspects of implementation.

During the operational portion of the project, assigned staff will respond promptly to requests for information or records. The Fire Department will provide, if available, at a minimum of every two weeks, the following billing information in an electronic format. The information submitted to the contractor by the Omaha Fire Department can be modified by either party upon agreement of the parties.

- (1) Incident information (i.e., incident number, date, and location)
- (2) Patient information (i.e., name, address, and medical history)
- (3) Treatment information (i.e., impressions, symptoms, treatment and medications)

- (4) Hospital information (i.e. hospital name, transport mode and transport times, and mileage)

Medicare, Medicaid and medical insurance information will be provided by the receiving hospital or Fire Department when available. This information will include.

- (1) Patient name, address, birth date and sex.
- (2) Guarantor name and address.
- (3) Medical insurance, name of company, address (if known) and insurance number.
- (4) Medicare/Medicaid beneficiary number

Section II - Proposal Standards and Operating Provisions

1. Agreement Arrangement

The Agreement will be for a five-year term beginning January 1, 2008. The Agreement may be cancelled by either party at any time with a sixty-day notice.

The Agreement will require the selected service provider to maintain and service all accounts received during the contract period through the full 120-day collection period described in Section I, Part 3.

The selected service provider must allow inspection or audit by the City or its agent of all records applicable to the City's account at provider's expense. These records must be maintained in accordance to Nebraska State Law.

The contractor shall provide a Performance Bond of \$10,000.00 within ten (10) calendar days of notice of award.

No extended services will be performed unless they are authorized in the contractual agreement or in an amendment to the agreement. The selected service provider shall be required to submit monthly invoices and reports detailing the work performed. The monthly reports should consist of monthly billings, monthly claims submitted, receipts by account and type, and an aging of the accounts receivable.

2. Time Line

Dates and times are firm unless waived by an authorized person due to unforeseen circumstances.

- A. RFP mailed to prospective firms on or about October 25, 2007.
- B. Public Notice inviting proposals from qualified firms published in the Official newspaper of the City of Omaha on or about October 24, 2007.
- C. Interviews and informational meetings made available to prospective proposers from October 29-31, 2007.
- D. Submissions of proposals due at 11:00 a.m., November 7, 2007 in accordance with Section III of the RFP.
- E. Written proposals will be evaluated in accordance with Section IV of this RFP on or about November 16, 2007.
- F. Those firms selected for interviews in accordance with Section IV will be scheduled for interviews from November 19-20, 2007.
- G. The final selection will be made during the period of November 21, 2007.
- H. Upon final selection, the Finance Department will prepare the necessary Council Documents for City Council action on the next available Council date which is anticipated to be December 4, 2007. Multi-year contracts are submitted to the City Council by Ordinance. Ordinance passage requires three readings by the City Council. Final approval is expected on December 18, 2007.
- I. Implementation work is expected to be upon Council approval.

Section III - Submittal Requirements

Those firms interested in responding to the RFP are required to submit their proposal in the following format: Six (6) bound and sealed copies are to be delivered to the Office of the City Clerk, Room LC-1, Omaha/Douglas Civic Center, 1819 Farnam Street, Omaha, Nebraska 68183, by 11:00 a.m. on November 7, 2007.

1. Title Page

Present the subject of your proposal, the name of your firm, local address of the office that will be performing the work, name of the contact person and the date. All proposals submitted are to be valid for a period of 120 days after this proposal date.

2. Table of Contents

Present a clear and comprehensive identification of the contents of your proposal by section and by page number.

3. Letter of Transmittal

A brief letter of transmittal is required. Within this letter include statements to the following.

- A. Your firm's understanding of the work to be accomplished.
- B. That upon award of this contract, your firm will make a positive commitment to perform the implementation work within the schedule time frame.
- C. A summary of the cost of service fee(s) to be charged for the work, and a statement that these fees are fixed complete, and inclusive.
- D. The name of the individuals who will be authorized to make representations of your firm, their titles, addresses, and telephone numbers.
- E. The signatory of the transmittal letter has authority to bind your firm.

4. Company Profile

- A. A profile of your firm is required. Within the profile statement, present the following information:
 - (1) Whether your firm is local, regional, national, or international.
 - (2) The location of the office which the work is to be completed.
 - (3) Describe the range of services provided by the office performing the work.
 - (4) A client list for which similar services are provided. Include a list of clients for which third-party claims are filed.
 - (5) Affirmation that your firm is in compliance with the City of Omaha Contract Compliance regulations and have or will have a Form CC-1 on file. For information contact Kathy Hendrix (402) 444-5056.

B. Summary of your firm's qualifications

A summary of your firm's qualifications is required. Include in the summary the identity of all senior administrative staff who will be assigned to this project. For the supervisory and staff level personnel, include resumes detailing relevant experience and continuing education. Include those resumes as an appendix to your proposal.

5. Proposed Service Fees Schedule

A proposed Service Fees Schedule will be included and detailed by service performed and unit cost. This schedule should include all fees and costs associated with all services described in your proposal. Fees of the schedule shall be calculated based on a percentage of collections.

City of Omaha
Proposed Service Fees Schedule

PERCENT OF RECEIPTS

The Percent of Receipts method of charges shall be calculated on all net receipts received on accounts during the contracted collection period.

The Percent of Receipts method of charges should be based on the attached Rescue Squad Fee Schedule this schedule is subject to a yearly review. These fees are in accordance with the Omaha Municipal Code.

Section IV - Evaluation Method

A proposal evaluation committee has been formed to review the proposals submitted in response to the RFP. The membership of this committee shall consist of the Finance Director, the Fire Chief or his designee, Fire Department Budget Analyst and the Revenue Manager.

Members will review the proposals independently and then meet to form a consensus rating of all proposals received. The top-rated firms may be invited to participate in a two-stage interview process. The first stage of this process will consist of a twenty-minut oral presentation by your firm. The second stage of the process will consist of a question and answer period conducted by the Evaluation Committee.

The Evaluation Committee will consider the proposals and the results of any of the interviews and formulate a recommendation. The recommendation will then be presented to the City Council for approval.

Sec. 10-276. Fee schedule; payment of fees; records, billing and collection

- (a) A fee shall be imposed upon each user for the transport in a publicly owned ambulance or rescue vehicle, which may include the administration of basic or advanced life support services by fire department personnel, or users provided medical support services, in accordance with the schedule of charges stated below:

Jan. 07

(1)	Basic life support service with transport to a medical facility.....	\$295.00	325.00
(2)	Advanced life support services 1 with transport to a medical facility.....	\$395.00	425.00
(3)	Advanced life support services 2 with transport to a medical facility.....	\$445.00	525.00
(4)	Paramedic intercept.....	\$275.00	300.00
(5)	Paramedic assessment.....	\$100.00	150.00
(6)	A charge of \$5.47 \$8.00 per loaded mile will be imposed on each transport to a medical facility		

The above rates are in compliance and will be implemented in accordance with the fee schedule and guidelines set forth by the Federal Health Care Financing Administration and are subject to annual update. The fire chief and the finance director are authorized to review and increase or decrease these rates on an annual basis taking into account Federal Healthcare Financing Administration guidelines.

- (b) For purposes of this article, persons responsible for the payment of the fees charged pursuant to this section shall include users and those having legal responsibility for the payment of each expenses incurred by the user.
- (c) The fire department shall maintain records in connection with services provided pursuant to this article, and shall forward these records to the city finance department, which shall be responsible for the billing and collection of accounts due and owing, including the right to contract for billing and collection, subject to the approval of the city council.

Protected and/or Disadvantaged Business Checklist

Items Listed Below must be submitted with Bid:

1. **Exhibit A - completed *Protected and/or Disadvantaged Business Disclosure Participation Form*.**
All PBE/DBE Subcontractors submitted on Exhibit A must be certified with the City of Omaha Human Rights and Relations Department prior to the time of the bid opening. A current list is available on the City of Omaha's web site, www.ci.omaha.ne.us/Departments/Human Rights and Relations or can be requested through the Human Rights and Relations Department at 402-444-5055.
2. **Verification in writing from each PBE/DBE Subcontractor** showing that the PBE/DBE Subcontractor has agreed to perform the work identified on Exhibit A, *Protected and/or Disadvantaged Business Disclosure Participation Form*. Telephonic verifications will not be accepted.
3. **For projects under \$200,000.00 in construction costs, there is no PBE/DBE goal established.** The Bidder is still required to fill out Exhibit "A" and Exhibit "B" and turn them in with his or her bid. Contact the City of Omaha Human Rights and Relations Department (402-444-5055) regarding any questions you might have.
4. **Exhibit B – completed Contractor *Employment Data Form*.**
 - **Should the bidder fail to comply with the above, its bid will be subject to rejection.**
 - In Addition please review all the specifications and bid enclosures to be certain of a complete and compliant bid.

Protected and Disadvantaged Business Enterprise Programs

Who Qualifies as a Protected /Disadvantaged Business Enterprise?

The term "Protected Business Enterprises" (PBE) is defined to be a business at least 51 percent of which is owned, controlled, and actively managed by protected class members (Black, Hispanic, Asian, or Pacific Islander, American Indian or Alaskan Native or Female).

The term "Disadvantaged Business Enterprise" (DBE) is defined to be a small business that has been in existence for at least one year and has annual gross receipts of \$150,000 or less. A DBE may include, but not limited to a business owned by a Protected class, but such business must meet two or other conditions set forth in the City of Omaha Contract Compliance Ordinance, Section 10-191, M (1) through (5).

What are the benefits of becoming certified as a PBE/DBE?

Certification as a PBE or DBE provides greater exposure for work opportunities on City of Omaha projects. The names of all certified PBE/DBE'S appear in the PBE/DBE directory, which is disseminated to local government agencies, contractors and to the public. City of Omaha contractors will use the PBE/DBE directory as a basic resource for soliciting Minority/Women/Small Business participation on City of Omaha Projects. The City of Omaha shall make every good-faith effort to award City contracts and City-assisted construction contracts to Disadvantaged Business Enterprises in amounts no less than 10% of the dollar volume of the applicable contracts awarded by the city. Other benefits include the authority, (but not a requirement), of the City Council to award a contract to a DBE that is not the lowest bidder. A contract or subcontract can be awarded to a DBE if determined by the City to be an acceptable cost higher than a competing lower bid except for specially assessed Projects. A DBE company may be awarded the contract over the lowest bidder as long as the cost differential does not exceed 3%.

If your business is not certified with the City of Omaha and you are interested in becoming certified as a Protected and/or Disadvantaged Business Enterprise please contact the Human Rights and Relations Department at 402-444-5055. The PBE/DBE applications, Contract Compliance Report Form CC-1 and a current PBE/DBE City of Omaha certified directory are located on the City of Omaha website, www.ci.omaha.ne.us. Click on departments. Click on Human Rights and Relations.

Contract Compliance Ordinance No. 35344, Section 10-192
Equal Employment Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee applicant for employment because of race, religion, color, sex, national origin, or disability as defined by the Americans with Disabilities Act of 1990 and Omaha Municipal Code 13-89. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. The contractor shall take all actions necessary to comply with the Americans with Disabilities Act of 1990 and Omaha Municipal Code (Chapter 13) including, but not limited to, reasonable accommodation. As used herein, the word “treated” shall mean and include, without limitation, the following: Recruited, whether advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
3. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker’s representative of the contractor’s commitments under the equal employment opportunity clause of the city and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall furnish to the contract compliance officer all federal forms containing the information and reports required by the federal government for federal contracts under federal rules and regulations, and including the information required by section 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the contract compliance officer shall be those which are related to paragraphs (1) through (7) of this subsection and only after reasonable notice is given the contractor. The purpose of this provision is to provide for investigation to ascertain compliance with the program provided for herein.
5. The contractor shall take such actions with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the contractor becomes involved in or is threatened with litigation on as the result of such directions by the city, the city will enter into such litigation as is necessary to protect the interests of the city and to effectuate these provisions (of this division); and in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any to file compliance reports with the contractor in the same form and to the same extent as required by the federal government for federal contracts under federal rules and regulations. Such compliance reports shall be filed with the contract compliance officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of paragraphs (1) through (7) of this section, “Equal Employment Opportunity Clause,” and section 10-193 in every subcontract of purchase order so that such provisions will be binding upon each subcontractor or vendor.

UTILIZATION OF PROTECTED AND/OR DISADVANTAGED BUSINESS ENTERPRISES

- A. Protected and/or Disadvantaged Business Enterprise (PBE/DBE) Participation Contract Specifications Pursuant to City of Omaha Contract Compliance Ordinance.
1. It is the policy of the City of Omaha that Protected and/or Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the City of Omaha projects. Consequently, the PBE/DBE requirements of Contract Compliance Ordinance apply to this solicitation. In this regard, the Contractor to whom any award of this solicitation is made shall take all necessary and reasonable steps in accordance with this solicitation to ensure that Protected and/or Disadvantaged Business Enterprises have the maximum opportunity to participate in the Contract. The Contractor shall not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the award or performance of any contract or subcontract resulting from or relating to this solicitation. Failure to carry out the pre-award requirements of these PBE/DBE specifications will be sufficient ground to reject the Bid. Failure of the Contractor to carry out the requirements of the PBE/DBE specifications shall constitute a material breach of the contract and may result in termination of the contract. The Contractor shall use its best efforts to carry out the PBE/DBE policy consistent with efficient performance on the project.
 2. Bidders are hereby informed that the city of Omaha has established goals for the participation of Protected and/or Disadvantaged Business Enterprises in all contracts that it awards. Subcontracts awarded, by the Bidder that is successful in solicitation, to firms owned by Protected and/or Disadvantaged Business Enterprises is essential to the achievement of the City of Omaha's PBE/DBE goals. Therefore, to be considered for award, Bidders must comply with the requirements of these PBE/DBE specifications. By submitting his/her bid, each Bidder gives assurance that the contractor will meet the City of Omaha's percentage goals set forth in the PBE/DBE specifications for participation by Protected and/or Disadvantaged Business Enterprises in the performance of any contract resulting from this solicitation or, as an alternative, that the contractor has made or will make good faith efforts toward meeting the PBE/DBE goals, and will demonstrate to the City of Omaha's satisfaction that the contractor has made such efforts. Bidders must submit with their bids, on the form set forth in the PBE/DBE specifications, the names, respective scope of work, and the dollar values of each PBE/DBE subcontractor that the Bidder proposes for participation in contract work. In any case, Exhibits "A" and "B" must be submitted with the bid. If the information so submitted indicates that the City of Omaha goals will not be met, the Bidder shall submit good faith efforts documentation with their bid. The evidence must show to the City of Omaha's satisfaction that the bidder has in good faith made every reasonable effort, in the City of Omaha's judgment, to meet such goals. If any bidder fails to submit, with the bid, the required information concerning PBE/DBE participation, or if, having failed to meet the City of Omaha's goals or fails to demonstrate to the City of Omaha's satisfaction the bidder's good faith efforts to do so, the City of Omaha may, in its discretion, reject the bid.
 3. Protected and/or Disadvantaged Business Enterprise Goals. Bidders are hereby informed that pursuant to Sec. 10-200 and Executive Order No. F-11-02 the City of Omaha has a PBE Participation goal of no less than 13% and a DBE participation goal of no less than 10% of the dollar volume of all the contracts that it awards. All bidders shall make every good faith effort to meet said goals.
 4. The City of Omaha shall set specific goals for all contracts over \$200,000 to assist it in meeting its overall PBE/DBE goals set forth above. The City of Omaha has established a PBE/DBE goal of _____% of the dollar amount of the bid (Bid Total) for this contract (if said contract is anticipated to be over \$200,000). Bidders shall make every good faith effort to meet said goal.
 5. Bidders are informed that price alone does not constitute an acceptable basis for rejecting PBE/DBE bids unless the Bidder can demonstrate that no reasonable price can be obtained from a PBE/DBE. A Bidder's failure to meet the PBE/DBE goal or to show reasonable efforts to that end will, in the City of Omaha's discretion, constitute sufficient ground for bid rejection. Such reasonable efforts may include, but are not limited to, some or all of the following:
 - a. Attendance at the pre-bid conference, if any;
 - b. Follow-up of initial solicitations of interest by contacting PBE/DBEs to determine with certainty whether the PBE/DBEs are interested;
 - c. Efforts made to select portions of the work (including where appropriate, breaking down contracts into economically feasible units) proposed to be performed by PBE/DBEs in order to increase the likelihood of achieving the PBE/DBE goals; and,
 - d. Efforts to negotiate with PBE/DBEs for specific sub-bids, including at a minimum:
 - (1) The names, addresses, type of work to be subcontracted, and telephone numbers of PBE/DBEs that were contacted;
 - (2) A description of the information provided to PBE/DBEs regarding the plans and specifications for portions of the work to be performed; and,
 - (3) A detailed statement of the reasons why additional prospective agreements with PBE/DBEs needed to meet the stated goals, were not reached.
 - e. Advertisement in general circulation media, trade association publications, and protected-focus media for a reasonable period before bids are due;

- f. Notification, in writing, to a reasonable number of specific PBE/DBEs that their interest in contract work is solicited, in sufficient time to allow the PBE/DBEs to participate effectively;
 - g. Concerning each PBE/DBE the Bidder contacted but rejected as unqualified, the reasons for the Bidder's conclusion;
 - h. Efforts made to assist the PBE/DBEs contacted that needed assistance in obtaining bonding, lines of credit, of insurance required by the Bidder of the City of Omaha;
 - i. Designation, in writing, of a liaison officer who administers the Bidder's Protected and/or Disadvantaged Business utilization program;
 - j. Expansion of search for PBE/DBEs to a wider geographic area than the area in which the Bidder generally seeks subcontractors if use of the customary solicitation area does not result in meeting the goals by the Bidder; and,
 - k. Utilization of services of available protected community organizations, protected contractor's group, local, state, and federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of PBE/DBEs.
6. The Bidder must comply with the following:
- a. Prior to award of this Contract all Bidders shall submit Exhibit "A," Protected and/or Disadvantaged Business Disclosure Participation Form. Exhibit "A" must be submitted with the bid. Bidder must also submit a copy of the written bid submitted by the PBE/DBE subcontractor to the Bidder or other verification in writing from the PBE/DBE subcontractor that said subcontractor has agreed to perform the subcontracting work identified in the bid submitted by the Bidder.
 - b. If Bidder fails to meet the goals set forth above, Good Faith Efforts Documentation must be submitted with bid.
 - c. Also, prior to award of this contract all Bidders must submit Exhibit "B" Contractor employment data form with the bid.
 - d. The Bidder and any of its subcontractors that have been designated by the Bidder as PBE and/or DBE must have been approved as such by the Human Rights and Relations Department prior to bid opening on the project.
 - e. After bid opening and during contract performance, Bidders and the Contractor, as the case may be, are required to make every reasonable effort to replace a PBE/DBE subcontractor that is determined to be unable to perform successfully or is not performing satisfactorily, with another PBE and/or DBE, prior to substituting such PBE/DBE, the Contractor shall seek approval from the Human Rights and Relations Department. The City of Omaha's Relations Department Director or a designee, shall approve all prior substitutions in writing in order to ensure that the substituted firms are bona fide PBE/DBEs.
 - f. In the event of the Contractor's non-compliance with the Protected and/or Disadvantaged Business Enterprise requirements of this Contract, the City of Omaha shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) Rejection of the Bid
 - (2) Withholding of payments to the Contractor until the Contractor complies; and/or
 - (3) Cancellation, termination or suspension of the Contract, in whole or in part; or
 - (4) Any other penalty set forth in the City of Omaha's Contract Compliance Ordinance.
7. For the information of Bidders, Contract Compliance Ordinance outlines the City of Omaha's rules, guidelines and criteria for (a) making determinations as to the legitimacy of PBE/DBEs, (b) ensuring that contracts are awarded to Bidders that meet PBE/DBE goals.
8. The Bidder/Contractor shall cooperate with the Human Rights and Relations Department in any reviews of the Bidder/Contractor's procedures and practices with respect to the Protected and/or Disadvantage Business Enterprise which the Human Rights and Relations Department may from time to time conduct.

B. PBE/DBE Reporting and Record Keeping Requirements.

- 1. The Contractor shall submit periodic reports of contracting with Protected and/or Disadvantaged Business Enterprises in such form and manner and at such time as prescribed by the City of Omaha (Exhibit C is currently required to be submitted within 10 calendar days following the end of each calendar quarter, from the start of the project).
- 2. The Contractors and subcontractors shall permit access to their books, records, and accounts by the Human Rights and Relations Director or a designated representative for purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the Contractor in a fashion that is readily accessible to the City of Omaha for a minimum of three years following completion of this Contract.
- 3. To ensure that all obligations under any contract awarded as a result of this bid solicitation are met, the City of Omaha will conduct specific review of the Contractor's PBE/DBE involvement efforts during contract performance. The Contractor shall bring to the attention of the Human Rights and Relations Director any situation in which regularly scheduled progress payments are not made to PBE/DBE subcontractors.

In submitting its bid, the Bidder is certifying that it has contacted City of Omaha Human Rights and Relations Department prior to bid opening regarding this project and has afforded subcontractors participating in the PBE/DBE program the opportunity to submit bids on this project. Failure to comply with the above shall result in the bid being rejected by the City of Omaha.

PROTECTED AND/OR DISADVANTAGED BUSINESS DISCLOSURE PARTICIPATION FORM

THIS FORM MUST BE SUBMITTED WITH THE BID

In the performance of this contract, the contractor proposes and agrees to make good faith efforts to contract with eligible City of Omaha certified PBE and/or DBEs. Should the below listed PBE and/or DBE subcontractor be determined to be unable to perform successfully or is not performing satisfactorily, the Contractor shall obtain prior approval from the Human Rights and Relations Department Director or a designee, for substitution of the below listed subcontractor with a City of Omaha certified PBE and/or DBE. In submitting this form, the Bidder is certifying that it has contacted City of Omaha Human Rights and Relations Department prior to bid opening regarding this project and has afforded subcontractors participating in the program the opportunity to submit bids on this project.

Name of PBE and/or DBE	Address	Type of work and contract item or parts thereof to be performed	Projected commencement and completion date of work	*Agreed price with PBE/DBEs	Percentage (%)
Totals					

*Dollar value of each PBE/DBE agreement must be listed in the "Agreed Price" column; total in this column must equal the PBE/DBE goals.

CERTIFICATION

The Undersigned/Contractor certifies to the City of Omaha that the utilization goals will be met either by goal achievement or good faith effort as documented. The Undersigned/Contractor certifies that he/she has read, understands, and agrees to be bound by PBE/DBE Participation Contract Specifications, including the accompanying Exhibits, regarding PBE/DBE, and the other terms and conditions of the Invitation for Bids. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statements and representations in the PBE/DBE Participation Contract Specifications and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with Protected and/or Disadvantaged business enterprise(s) (which are otherwise deemed by the City of Omaha to be technically responsible to perform the work) listed in the PBE/DBE Specifications at the price(s) set forth in Exhibit A conditioned upon execution of a contract by the undersigned with the City of Omaha. The Undersigned/Contractor agrees that if any of the PBE/DBE Specification representations are made by the bidder knowing them to be false, or if there is a failure by the successful bidder (i.e. the Contractor) to implement the stated agreements, intentions, objectives, goals, and comments set forth herein without prior approval of the Director of the Human Rights and Relations Department, such action shall constitute a material breach of the contract, entitling the City of Omaha to reject the contractor's bid or to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights or remedies the City of Omaha may have for other defaults under the Contract, under City of Omaha's Contract Compliance Ordinance or otherwise. Additionally, the Undersigned/Contractor will be subject to the terms of any future Contract Awards.

Signature _____

Title _____ Date of Signing _____

Firm or Corporate Name _____

Address _____ Telephone Number _____

CONTRACTOR EMPLOYMENT DATA

BIDDERS ARE REQUIRED TO SUBMIT THE FOLLOWING WORKFORCE DATA WITH EACH BID										
<small>(Protected Class as defined as Black, Hispanic, Asian and Pacific Islander, American Indian or Alaskan Native, Female)</small>										
Total Employees			Protected Class Males				Protected Class Females			
Date	Total Work Force	Total Protected Class	Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native

Refer any questions regarding the BID or SPECIFICATIONS directly to the Purchasing Department at (402) 444-7155 or as shown on bid. All bidders awarded a contract in the amount of \$5,000 or more must comply with the Contract Compliance Ordinance and have on file with the Human Rights and Relations Department the Contract Compliance Report (Form CC-1). This report shall be in effect for 24 months from the date received by the Human Rights and Relations Department. Any question regarding the Contract Compliance Ordinance should be directed to the Human Rights and Relations Department at (402) 444-5055.

(Please print legibly or type)

Firm's Name: _____ **(Date of Signing)**

Signature: _____ **(Print Name)** **(Title)** **(Signature)**

QUARTERLY REPORT ON PROTECTED AND/OR DISADVANTAGED BUSINESS ENTERPRISES

This form must be submitted within 10 calendar days of the end of each calendar quarter, from the start of the project.

Company Name: _____

Project Number: _____

Project Name: _____

Total Contract Amount: _____

Calendar Quarter Covered by this Report:	
__ 1 st	__ 3 rd
__ 2 nd	__ 4 th
Year 200__	

I. Protected and/or Disadvantaged Contractors

Instructions: List all Protected and/or Disadvantaged Subcontractors which have performed work since Notice to Proceed (NTP), are currently performing work, and are contemplated to perform work during the duration of the City of Omaha Contracts. Name and total dollars committed and paid.

Name of Protected and/or Disadvantaged Business Enterprise	Work Assignment	Dollars Committed	Dollars Paid During Quarter	Dollars Paid Since (NTP) to Date
-------------------------------------------------------------------	------------------------	--------------------------	------------------------------------	-----------------------------------------