

REQUEST FOR PROPOSAL TITLE	RELEASE DATE
Consultant - City of Omaha 311 Customer Service Center	Wednesday, July 6, 2011
OPENING DATE AND TIME	PROCUREMENT CONTACT
Wednesday, July 27, 2011, 11 a.m.	Barbara Velinsky at bvelinsky@ci.omaha.ne.us

On behalf of the City of Omaha Mayor’s Office, Omaha, Nebraska, the Douglas County Purchasing Agent is issuing this Request for Proposal to qualified consultants to submit proposals to assist the City of Omaha in developing a 311 Customer Service Center. The successful consultant will conduct a comprehensive assessment and analysis of the City’s current state with regard to readiness for implementation of a 311 system.

Contractors should submit one (1) original, four (4) copies and (1) electronic (either CD or flash drive) copies of their entire proposal. Proposals must be submitted by the proposal due date and time.

Written questions are due no later than **4:00 p.m. CDST, on Wednesday, July 13, 2011**, and should be sent to Barbara Velinsky at bvelinsky@ci.omaha.ne.us. Questions should be plainly labeled “Questions for 311 Customer Service Consultant”. The response to questions or any other clarifications will be provided **solely** through addendum posted on the Douglas County Purchasing Department’s web site www.douglascountypurchasing.org by **Wednesday, July 20, 2011**.

NOTE SCHEDULE OF EVENTS IN RFP FOR ACTIVITY DATES AND TIMES.

A brief oral presentation may be required after all written proposals have been received by the City of Omaha. A representative from the City of Omaha Mayor’s Office will schedule the time and place for this presentation if necessary.

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Proposals must be received in the **Office of the Omaha City Clerk, LC 1, 1819 Civic Center, Omaha, Nebraska 68183** by **Wednesday, July 27, 2011**. No late proposals will be accepted. No fax proposals will be accepted.
2. Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP).
3. The contractor’s proposal **MUST** be manually signed, in ink, and returned by the proposal opening date and time along with any other requirements as specified in the RFP in order to be considered for an award.
4. Proposals must be in a sealed envelope/container and marked “Consultant - 311 Customer Service Proposal”.
5. A proposal may not be altered after opening. The proposal must stay in effect for one hundred twenty (120) days after the closing.

I. STANDARD CONDITIONS AND TERMS

SCOPE: These standard conditions and terms of the Request for Proposals (RFP) and acceptance apply in like force to this inquiry and to any subsequent contract resulting there from.

EXECUTION: Proposals must be typewritten and signed in ink by the contractor. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payments to be made by The City of Omaha will be made by the responsible department. The City may request that payment be made electronically instead of by City purchase order.

COLLUSIVE BIDDING: The contractor's signature on submitted Proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible contractors and without effort to preclude the City of Omaha from obtaining the lowest possible competitive price.

SPECIFICATIONS: Contractors must submit a proposal in accordance with the terms and conditions in this Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: the City of Omaha, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal Requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interests of the City of Omaha. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the City of Omaha, are deemed to be rejected.

INSURANCE: Contractor shall provide to the City a certification of insurance indicating that it has the following insurance coverage during the entire term of its contract with the City.

- a. Commercial General Liability: \$1 million per occurrence/\$5 million aggregate and naming the City as an additional insured.
- b. Workers Compensation coverage as required by the state of Nebraska;
- c. Professional Liability (errors and omissions) insurance in the amount \$1 million per occurrence/\$1,000,000 aggregate.
- d. Automobile Insurance with CSL of \$1,000,000.

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The City of Omaha reserves the right to reject any or all proposals, wholly or in part, or to award to multiple contractors in whole or in part. The City of Omaha reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the contractor's competitive position. All awards will be made in a manner deemed in the best interests of the City of Omaha.

PERFORMANCE AND DEFAULT: The City of Omaha reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the City of Omaha. Otherwise, in case of default of the contractor, the City of Omaha may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1122, contractor agrees that neither it nor any of its subcontractors shall discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the City of Omaha.

NEW EMPLOYEE WORK ELIGIBILITY STATUS (Neb. Rev. Stat. §4-108-114): The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Douglas County. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the **E-Verify Program**, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the **Systematic Alien Verification for Entitlements (SAVE) Program**.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

PRIME CONTRACTOR RESPONSIBILITIES

The contractor will be required to assume responsibility for all contractual products and services offered in this proposal whether or not the contractor performs them. Further, the City will consider the contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. If any part of the work is to be subcontracted, responses to this proposal shall include a list of subcontractors, including business name and address, telephone number, contact person and complete description of work to be subcontracted. The City reserves the right to approve or disapprove subcontractors at the time of award and throughout the contract period and to require the contractor to replace subcontracts found to be unacceptable. The contractor is totally responsible for adherence by the subcontractor(s) to all provisions of the contract.

TERMINATION

1. The City of Omaha may terminate the contract at any time if the contractor fails to carry out the contract terms or fails to make substantial progress toward the fulfillment of the contract obligations.
2. In such event, the City of Omaha shall provide the contractor with thirty (30) days written notice of cancellation of the contract. In such event, the City of Omaha will receive a pro-

rated portion of the value of the performance bond depending on the value of the remaining portion of the contract.

3. The City of Omaha may terminate, upon ten (10) days written notice, if the contractor fails or refuses to negotiate or agree on amendments or modifications to the contract necessary for the City to comply with HIPAA regulations.
4. The City will give the Consultant sixty (60) days written notice of termination of contract if appropriations cease.

INCREASE OF FEES: The parties hereto acknowledge that, as of the date of the execution of an Agreement, Section 10-142 of the Omaha Municipal Code provides as follows: Any amendment to contracts or purchases which taken alone increase the original fee as awarded (a) by ten percent, if the original fee is one hundred fifty thousand dollars (\$150,000) or more, or (b) by seventy-five thousand dollars (\$75,000) or more, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limits. However, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.

The originally approved scope and primary features of a contract or purchase will not be significantly revised as a result of amendments not approved in advance by the City Council. The provisions of this Section will be quoted in all future City contracts. Nothing in this Section is intended to alter the authority of the Mayor under Section 5.16 of the City Charter to approve immediate purchases.

II. OVERVIEW

A. INTRODUCTION

The City of Omaha, herein after referred to as the “City”, is issuing this Request for Proposal (RFP) to obtain proposals for Consulting Services related to the implementation of a 311 Customer Service Program which will satisfy the requirements as described in this RFP.

Proposals shall conform to all instructions, conditions and requirements included in the RFP. Prospective contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP and respond to each requirement in the format prescribed.

A contract will be awarded to a single contractor as a result of this proposal.

In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

B. BACKGROUND: THE CITY OF OMAHA

The City of Omaha was founded in 1854 and is the largest city in the State of Nebraska and the county seat of Douglas County. Omaha has a population of 408,958. The Omaha Metropolitan Statistical Area (MSA) consists of Cass, Douglas, Sarpy, Saunders and Washington Counties in Nebraska, Harrison, Mills and Pottawattamie counties in Iowa. The Omaha MSA has a population of 865,350. In addition, more than 1.2 million people live within a 60-minute drive of Omaha. The Greater Omaha MSA grew by 12.8 percent between 2000 and 2010. (source: Greater Omaha Chamber of Commerce)

The City operates with a Mayor-Council form of government. The Mayor and the seven-member City Council are both elected to four-year terms. The executive and administrative powers of the City are vested in the Mayor, who is popularly elected on a non-partisan basis. The City Council serves as the City’s legislative body. The City is divided into 11 departments whose department heads are appointed by and serve at the pleasure of the Mayor. In addition, the City has agreements with Douglas County to provide for the sharing of library, information technology, parks, purchasing, printing, mail and 911 services between city and county residents.

The City employs approximately 2,500 full-time employees and up to 1,000 part-time personnel through-out the year.

Currently, the City maintains a Mayor’s Hotline, but the system is fragmented as there are various other City phone numbers that also function as “hotlines”. There is not an integrated feedback system that tracks the progress of a complaint or request. A Director and 1 ½ Specialists now manage the line. The Mayor’s hotline averaged 2,023 calls monthly in the first 5 months of 2011, handling a variety of concerns including: weed and litter; garbage and recycling collection; snow removal and street maintenance; malfunctioning traffic signals, animal control; graffiti vandalism; and abandoned vehicles. Data is not available from the other lines that function as “hotlines” in the City.

The City does not utilize the 311 number at this time and is in the process of applying, as required, to the Federal Communications Commission to obtain the line for landlines and cell phones prior to establishing a centralized call system.

For more information about the City of Omaha, please visit the City's website at www.cityofomaha.org

C. PURPOSE & GOALS OF CITY

The City is seeking to obtain professional services from a product neutral consultant with public service experience implementing 311 customer service centers to facilitate its goal to implement a comprehensive public sector and citizen focused customer service center. The City seeks to implement a 311 Customer Service Center that transitions the City to a new generation of technology that centralizes citizen requests and responses.

The comprehensive nature of this system would provide tie-ins with operations systems that may include some or all of the following features:

- Integration with work management systems and other back-office programs;
- Leverage re-designed work processes and a restructured organization to support service delivery;
- Provide performance management tools;
- Provide tools for regular constituent feedback; and
- Involve multiple constituent access points, such as internet, mobile phones, smartphones, etc.

D. COMMUNICATION WITH STAFF

From the date the RFP is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the City of Omaha is restricted to only written communication with the person designated as the point of contact for this RFP.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with City staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person designated as the point of contact for this RFP or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. City of Omaha-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

E. PROPRIETARY INFORMATION

Any proprietary and/or copyrighted material must be submitted in a separate package as required below in submission in proprietary information. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. Proposals must reference the request for proposal title and be sent to the specified address. Container(s) utilized for original documents must be clearly marked **ORIGINAL DOCUMENTS**. Please note that the address label must appear as specified on the face of each container. Regardless of the reason, proposals received late will not be accepted and will be returned to the sender unopened. If a recipient phone number is required for delivery purposes, (402) 444-5307 should be used. The request for proposal title must be included in all correspondence.

Data contained in the proposal and all documentation provided therein becomes the property of the City of Omaha and the data becomes public information upon opening the proposal. If the contractor wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes.

All proprietary information the contractor wishes the City of Omaha to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package. Contractors may not mark their entire RFP as proprietary. Contractor's cost proposals may not be marked as proprietary information. Failure of the contractor to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other contractors and the public.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness and clarity of content. If the contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

F. PROPOSAL OPENING

The sealed proposals will be publicly opened in the City of Omaha Legislative Chambers and the bidding entities announced on the date, time and location specified in the Schedule of Events.

G. REJECTIONS OF PROPOSALS

The City of Omaha reserves the right to reject any or all proposals, wholly or in part, or to award to multiple contractors in whole or in part. The City of Omaha reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the contractor's competitive position. All awards will be made in a manner deemed in the best interests of the City of Omaha.

H. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee. This committee will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee will not become public information.

Prior to award, contractors are advised that only the point of contact can clarify issues or render any opinion regarding this RFP. No individual member of the City of Omaha, employee of the City of Omaha Human Resources department or member of the Evaluation Committee is empowered to make binding statements regarding this RFP.

I. REFERENCE CHECKS

The City of Omaha reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

J. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this RFP or any resultant contract at any time before or after the award shall be grounds for action by the City of Omaha, which may include, but is not limited to, the following:

1. Rejection of a contractor's proposal.
2. Suspension of the contractor from further bidding with the City of Omaha for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the City of Omaha.

K. INDEMNIFICATION

The Contractor/Consultant agrees to indemnify, hold harmless and defend the City and its representatives from and against liability for any and all claims, liens, suits, demands and actions for damages, injuries to persons (including death), property damages (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs arising out of or resulting from the Consultant's work and or activities conducted in connection with or incidental to this contract.

III. SCHEDULE OF EVENTS

The City of Omaha expects to adhere to the tentative procurement schedule shown below. **It should be noted, however, that some dates are approximate and subject to change.**

ACTIVITY		DATE/TIME
1	Release Request for Proposal	Wednesday, July 6, 2011
2	Deadline to submit written questions	Wednesday, July 13, 2011 by 4:00 p.m.
3	The City responds to written questions	Wednesday, July 20, 2011
4	Deadline for submitting proposal(closing)	Wednesday, July 27, 2011 by 11:00 a.m.
5	Proposal Opening LC 1 Civic Center	Wednesday July 27, 2011 @ 11:00 a.m.
6	Evaluation Committee Review	Wednesday, August 10, 2011
7	Interview of Selected Firms (as needed)	Wednesday, August 17, 2011
8	Final Recommendation, selection & contract award	Tuesday, September 6, 2011

Phase 2 – Implementation Plan

Upon review and acceptance of the assessment, develop and implementation plan together with a work schedule leading up to deployment of a 311 customer service center. The implementation plan must be based in part on the findings in the assessment and agreed upon by the City. The Implementation Plan must be detailed and shall, at a minimum include a schedule that specifies a detailed level of activity, including the planned start dates, completion dates, responsible staff and other required activities to be performed by consultant and by the City.

Phase 2 – Deliverables

Implementation Plan as described above which may be amended to reflect changes in priority and associated risk management.

Phase 3 – Project Management Services

Precise execution of the Implementation Plan is imperative to the successful launch and deployment of the 311 call center. The consultant will provide oversight, management and roll-out support for the project through both soft and hard launch of the 311 customer service center by established due dates.

Phase 3 - Deliverables

Deliverables will principally require the consultant to participate in regularly scheduled meetings with staff, monitor progress, and provide all necessary management, leadership and technical support required to deploy the project.

Review of Work

All work performed by the consultant is subject to review and approval by the 311 project team. Project benchmarks, review schedule and a more detailed scope of work for each of the 3 phases will be agreed upon between the consultant and the 311 project team after a contract has been awarded but before the project work commences.

Cost Estimates

Provide separate pricing estimates for each of the three phases listed above.

Changes in Scope of Service

During the proposal period, the City reserves the right to change, add to, or delete, any part of the RFP. Additions, deletions, or modifications to the original RFP will result in the RFP addenda, which will become an integral part of the RFP and/or potential Proposer proposal.

The City reserves the right to award a contract for services that is less than those services specified in the scope of the RFP.

V. PROPOSAL FORMAT

Proposals submitted in response to this RFP should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. Emphasis should be placed on completeness and clarity of content. The Firm's RFP shall be no more than 30 pages (exclusive of Appendix I and Exhibits). All materials submitted in response to this RFP become the property of the City and are subject to public inspection.

Each paper copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. Proposals must include a table of contents listing all sections, figures and tables. Major sections and appendices should be separated by labeled index tabs. Pages may be double-sided, and each must be numbered.

Proposals submitted in response to this RFP must include, at a minimum, the information and documents outlined below:

1) Signed Original Proposal

One (1) **original** signed proposal must be submitted with four (4) additional copies plus one (1) electronic copy required.

2) Response to RFP Questionnaire

Firms must complete and return the RFP questionnaire as described within this RFP. Each question should be answered in a concise and complete manner. Proposals containing false or misleading information shall be rejected.

3) Sample Report

Firms should submit any sample reports that are relevant to the services for which this RFP is being requested. Sample reports can serve as Exhibits to the RFP.

4) Sample Contract

Firms should submit a sample contract for services for which this RFP is being requested. Sample contract will be an Exhibit to the RFP.

VI. QUESTIONNAIRE

This Questionnaire consists of several sections that correspond to the criteria that will be used to evaluate responses. The RFP will only be issued in PDF format; Word documents will not be available.

Section I: Introduction and Executive Summary

Include a brief Executive Summary of the major facts or features of the proposal, including any conclusions, assumptions, and recommendations the Respondent desires to make. The Executive Summary should be designed specifically for review by a non-technical audience and senior management.

Provide the following information. If a joint venture, similar information must be provided for each member of the joint venture.

- 1) Company Name and business address, including telephone number, e-mail address, and Internet address.
- 2) Year established (include former firm names and year established if applicable).
- 3) Type of ownership and parent company if any.
- 4) Contact name, address, and phone number if different from Item 1.
- 5) Brief statement of the company's background demonstrating longevity and financial stability including, but not limited to, financial ratings and summary of financial assets.
- 6) Provide a brief description of corporate and other organizational history and experience in providing consulting services for the implementation of a 311 Customer Service Center.

Section 2: Experience

Submit a description of at least three (3) similar projects and include the Project Manager assigned to each project referenced. The description must provide the following information at minimum:

- Organization Name
- Contact Person with Address, Telephone Number and E-mail Address
- Participating Organization
- Specific Consultant Services provided
- Project personnel assigned
- Other relevant information

The City may contact the references given.

Section 3: Response to Requirements

Please answer the following requirements directly and specifically, and cite the requirements before each answer.

- 1) Respondents shall have the expertise, certifications, demonstrated experience, financial stability and staffing capacity to quickly initiate and sustain an undertaking of this magnitude.
- 2) The assigned lead consultant for this project shall be identified in the proposal and cannot be altered throughout the project unless agreed to by both the City of Omaha and the selected firm. The assigned lead consultant has exemplary and applicable experience to manage a project and direct staff in support of a project of this size.
- 3) Specify the location of the office that shall provide the personnel for other off-site service.
- 4) Specify the number of personnel your company has currently available for the support of this contract.

Section 4: Price Proposal

Pricing proposals are to be included with the RFP responses and should include the following cost components:

- 1) Provide separate price proposals for each of the three project phases.

<u>Project Phase</u>	<u>Proposed Lump Sum</u>
a. Phase 1	\$ _____
b. Phase 2	\$ _____
c. Phase 3	\$ _____

- 2) Professional Consultant Service Rates – The respondent is required to provide rates of individuals with at least 5 years of experience with qualifications outlined in Section 3: Response to Requirements. These rates also shall support the individuals’ resumes included in Appendix I: Resumes and Projects Descriptions. The price proposals are to include all personnel costs related to the project. Please provide the rates below for comparison purposes and to consider for optional engagement or supplemental services

<u>Position</u>	<u>Hourly Rate:</u>
Lead Consultant	\$ _____ per hour
Associate Consultant	\$ _____ per hour

Fixed fees, as well as rates per hour, must be all inclusive. There will be no additional reimbursement for travel, communications, computer charges, or other expenses incidental to the contract.

Appendix I: Resumes and Project Descriptions

Copies of all licenses, certifications and resumes shall be included with the proposal response. The respondent may provide additional project descriptions reflecting experience similar to those requested, these references may not duplicate those provided in Section 2 – Experience.

VI. PROPOSAL EVALUATION

A. Evaluation

Proposals will be evaluated by the 311 Evaluation Committee members. The Committee members will review the proposals independently and then meet to form a consensus rating of all proposals received. During the evaluation process the Committee may, at its sole discretion, request any or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer questions the Committee may have on the firm's proposal. Not all firms may be asked to make such oral presentations.

The Committee will consider the results of interviews and formulate a recommendation. The Committee will then forward the recommendations to the Mayor and City Council who are ultimately responsible for the selection of the consultant. Final approval will be subject to Omaha City Council in accordance with the City of Omaha purchasing provisions.

B. Evaluation Criteria

The committee will select finalist they determine, in their sole discretion, to be fully qualified and best suited amount those submitting proposals on the basis of the following:

Evaluation Criteria:

<u>RFP Area</u>	<u>Points</u>
Section 1	10
Section 2	30
Section 3	30
<u>Section 4</u>	<u>30</u>
Total	100