



CITY OF SUFFOLK

Finance Department/Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; T (757) 514-7520; Fax (757) 514-7524

REQUEST FOR PROPOSAL COBRA ADMINISTRATION AND RETIREE BENEFITS BILLING

ACCEPTANCE DATE: Prior to 5:00 p.m. July 12, 2012, Eastern Standard Time

RFP NUMBER: 2013-00001

ACCEPTANCE PLACE: Department of Finance
Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

Requests for information related to this Invitation should be directed to:

Linda S. Story, Purchasing Agent

(757) 514-7523

Email address: lstory@suffolkva.us

This document can be downloaded from our web site:

www.suffolkva.us/bids/index.jsp

Issue Date: June , 2012

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

If you have obtained this document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your bid to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the bidder is not listed as a prospective bidder.

REQUEST FOR PROPOSAL

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Prepared by Linda S. Story, Purchasing Agent

Date: June 14, 2012

1.0 PURPOSE

The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to provide COBRA administration and retiree billing for City of Suffolk retirees.

2.0 BACKGROUND

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time the City currently has 14 enrollments in this program.

The City currently has 75 retired employees participating in the City's group health insurance plan.

3.0 TERM OF CONTRACT

The contract shall cover the period beginning from January 1, 2013 and continuing through December 31, 2014. This contract may be renewed based on the terms and conditions herein at the expiration of its term by mutual agreement of the Contractor and the City. The contract may be renewed, thereafter, for three (3) additional one year periods.

4.0 COMPETITION INTENDED

It is the City's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for acceptance of proposals.

5.0 DEFINITION OF TERMS

The following definitions of terms are used herein:

1. The term "CITY" refers to the City of Suffolk.
2. The term "Offeror" refers to the person, firm, or company that provides a proposal in response to this Request For Proposal (RFP) and who may or may not be successful in achieving an opportunity to negotiate for the final award of a contract.

6.0 SCOPE OF SERVICES

This scope of services is intended to establish minimum services and specific conditions the Offeror should meet in order to fulfill the City's objectives.

6.1 Minimum Requirements:

Provide high quality, efficient plan administration and services including but not limited to:

- Maintaining plan and participant level records.
 - Provide all compliance and plan document services as required by the plan.
 - Provide a detailed list, including but not limited to, plan participants and contribution amounts, upon request.
- B. Meet with Human Resources staff at a time designated by City staff to present the proposed communication material, and to jointly establish a preliminary implementation plan and open enrollment program and schedule.
- C. Furnish to each employee eligible for the plan information outlining and defining all plan features. This information shall be reviewed and approved by Human Resources prior to distribution,
- D. Furnish sufficient copies of a plan summary for each employee during the open enrollment period.
- E. Provide a local or toll-free customer service number for employees and retirees. Will there be a dedicated person for this account for ongoing submissions and changes for employees submitted by the City.
- F. Provide the address and telephone number of the primary person responsible for the implementation and ongoing support of the account.
- G. Describe the minimum credentials of your telephonic staff.
- H. How are enrollments to be submitted by the client, i.e., electronic via web, fax, paper, etc.?
- I. The Offeror must have at minimum of five (5) years experience in COBRA Administration and retiree billing
- J. Provide a schedule of rates for COBRA administration and preparing bills for the retirees. Rates shall be valid for a minimum of one (1) year any increases must be approved prior to each yearly renewal of the contract.
- K. The existing contract does not expire until December 31, 2012 describe how you will handle this transition period

6.1 QUESTIONNAIRE

1. What is the name and title of the person who would be responsible for the City of Suffolk's account? What office does this person work out of? Please provide a brief biography that captures this person's experience and background.

2. Would your organization make available a fully dedicated service team that would assist the City of Suffolk with program implementation, ongoing service and renewal?
3. Explain how your fees are billed. When a qualified beneficiary sends a payment, do you subtract the administrative fee and forward the balance to the City of Suffolk or the carriers?
4. Explain the banking, fund accounting and transfer procedures your company would use for handling COBRA premiums collected from qualified beneficiaries. Please distinguish any differences in handling of premiums collected for self-funded plans, insured plans, or HMOs, or health care reimbursement accounts.
5. Please provide an implementation time-line identifying tasks and target dates. How much involvement will the City of Suffolk have with each phase?
6. What are the City's responsibilities in ongoing administration?
7. What information do you need to transfer administration for current beneficiaries?
8. Describe how services provided will be in compliance with all federal legislation including HIPAA. How are changes and updates to current legislation communicated to the City of Suffolk and qualified beneficiaries?
9. Describe procedures, including workflow and timing, for each of the following steps:
 - a. Notification of COBRA rights to new hires
 - b. Notification of qualifying event from the City of Suffolk or qualified beneficiary
 - c. Send COBRA notice of rights to qualified beneficiary following a qualifying event
 - d. Election form receipt and processing
 - e. Premium billing -- initial and subsequent premiums
 - f. Premium collection
 - g. Premium remittance to the City of Suffolk and/or designated health plan carriers
 - h. Eligibility reporting to City of Suffolk and health plan carriers
 - i. COBRA coverage termination
10. What procedures do you follow when a qualified beneficiary:
 - a. submits premium payment for less than the required amount?
 - b. submits premium payment for more than the required amount?
 - c. declines COBRA coverage and subsequently wishes to revoke declination and make a COBRA election?
11. Describe your procedures for ensuring that COBRA participants are eligible:

- a. at initial COBRA enrollment
 - b. during COBRA coverage period
 - c. at open enrollment
12. How will you report eligibility information to the City of Suffolk's health plan carriers (hard reports or tape)? What frequency options (e.g. monthly, weekly) are available to Suffolk and which do you recommend?
13. How is COBRA history accessed? How is it updated? Describe any restrictions on access or updating.
14. For how many years are records retained?
15. How do you monitor turnaround time to ensure that COBRA notifications are furnished to qualified beneficiaries within the required 14-day time frame?
16. Please describe your quality control procedures.
17. Do you agree to allow the City of Suffolk to audit your procedures and records?
18. In the event your company is responsible for non-compliance with COBRA requirements, will you agree to indemnify the City for any penalty or excise tax assessed due to the violation? How would the City be reimbursed?

19. Complete the following table indicating whether each responsibility is included in your fee quote. If there is an additional fee for the task, please include that in your response.	Completion of Responsibility (Yes or No)	Included in Quoted Fee (Yes or No). If not, please provide additional charge
Distribution of a General Notice of COBRA rights to all newly hired and benefit eligible employees		
Issuing of a continuation rights letter to each qualified beneficiary		
Tracking postmark dates for each letter sent		
Distribution of the HIPAA certificate		
Collection of COBRA premiums for all eligible plans		
Determination of who has obtained other coverage after COBRA elections		
Monthly reports on the status of each COBRA continue		
Processing multiple qualifying events		
Determination of the disability extension for COBRA		

7.0 PROPOSAL RESPONSE FORMAT

Offerors who are submitting proposals in response to this Request for Proposal shall provide the following:

8.1 Specific Requirements

A. Proposals should be as thorough and detailed as possible so that the City may properly evaluate the offerors' qualifications and ability to meet the City's objectives. Offerors are required to submit the following items in the format provided as a complete proposal.

B. Proposal Format

Proposals must be submitted on 8 ½" x 11" paper. Proposals are to be prepared simply and concisely. Elaborate art work, expensive paper, visual, and other presentation aids are not required.

Each copy of the proposal must be bound or contained in binders organized in the sequence and format described and outlined below using TABS as indicated:

TAB I Proposal Signature Sheet; Executive Summary
Minimum Service Requirements; proprietary
Information (if necessary) Exceptions to RFP (if
necessary)

TAB II Scope of Services

TAB III Sample management reports and participant
statements

TAB IV Sample plan documents and communication
materials

C. Offerors are required to submit the following items as a complete tabbed proposal:

- The completed **Proposal Signature Sheet**.

The Offeror shall complete and submit the Signature Sheet (included in the proposal) and submit it with a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind the Contractor must sign the letter and Signature Sheet, as well. The letter must stipulate that the proposal will be valid for a period of at least 120 days. Indicate the address and telephone number of the Offeror's office.

- **Table of Contents** for your proposal response.

- **Executive Summary:** A detailed outline and description of proposed plan administration. Also, include approximate number of plans and number of participants for public employees with your organization. List the

largest public employee plan for which you are the provider,

- Sample reports and documents

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

8.1 Submission of Proposals

Read the entire solicitation before submitting a proposal. Failure to read any part of this RFP shall not relieve any offeror from his or her contractual obligations. Be sure sealed proposal container is completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, and the title of the RFP. It is the responsibility of the Offeror to insure proposals are received by the Purchasing Division BEFORE the hour specified on the acceptance date. Proposals may either be mailed to: P.O. Box 1858, Suffolk, Virginia 23439-1858 or hand delivered to 441 Market Street, Room 105, Suffolk, Virginia 23434.

8.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Inquires pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided, that all questions are received five (5) days prior to acceptance date.

Linda Story, Purchasing Agent, is the designated authorized spokesperson for the City of Suffolk with respect to this RFP. Accordingly all questions and/or comments should be directed to the Purchasing Agent's attention. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the offeror from the procurement.

8.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a proposal. All addenda can be downloaded from www.suffolkva.us

8.4 Firm Pricing for City Acceptance

Proposal pricing must be firm for City acceptance for 120 days from proposal receipt date.

8.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature. Any proprietary information must be listed on the attached "Proprietary/confidential Information Identification" form and submitted with the proposal.

8.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.

8.7 Preparation and Submission of Proposals

- a. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- b. All attachments to the Request for Proposal requiring executing by firm are to be returned with the proposals.
- c. Proposals are to be returned in a sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- d. It is the Offeror's responsibility that the proposals are received by the City of Suffolk's Purchasing Division BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted.

Firms mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Purchasing Division prior to the time and date fixed for acceptance of the proposals. Proposals received by the City after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

- e. Each firm shall submit one (1) original and four (4) copies of their proposal (including price proposal) to the City's Purchasing Division as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

8.8 Withdrawal of Proposals

- a. All proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance.
- b. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

8.9 Registering of Corporation

Any corporation transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733.

8.10 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container. It is the offeror's responsibility to insure arrival prior to the acceptance time for the RFP.

8.11 Rights of the City

The City reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the City.

8.12 Deviations from Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The City reserves the right to determine the responsiveness of any deviation.

8.13 Miscellaneous Requirements

- a. The City will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's

capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- b. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Purchasing Division will schedule the time and location for this presentation.
- c. The contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the City.

The City reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

8.14 Announcement of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the bulletin board located outside of Room 105 of the Finance/Purchasing Department and/or on the City's web site, www.suffolkva.us for a minimum of ten days.

8.15 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

8.16 Inclement Weather/Closure Of City Hall

If City Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

8.16 Use of Contract by Other Public Bodies

Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor shall deal directly with the public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Suffolk acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to a public body will have no effect on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of this contract is consistent with their laws, regulations and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

The City of Suffolk shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

9.0 EVALUATION AND AWARD CRITERIA

The City's Evaluation Committee shall review each proposal and verify the claims and credentials of each Offeror. The Offerors deemed to be fully qualified and best suited among those submitting proposals will be selected for interview based on the criteria listed below:

- Qualifications of the firm
- Demonstrated expertise and past experience in administering COBRA and retiree billing
- Services, functions and capabilities proposed
- Cost
- Completeness and quality of proposal

Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror, the City shall select the Offeror(s) which, in its opinion, have made the best proposal, and will award the contract to that Offeror. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

Should the City determine, in its sole discretion, that one Offeror is qualified, or that one Offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that Offeror. The City of Suffolk is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

The successful firm selected will be expected to sign a contract with the City of Suffolk. The successful firm or firms shall execute and return the contract

documents to the City within ten (10) days of receipt. The City reserves the right to include additional terms and provisions, as negotiated.

10.0 CONTRACT TERMS AND CONDITIONS

10.1 Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Project Manager or his authorized representative(s). The firm shall not comply with requests and/or orders issued by other than the Project Manager or his authorized representative(s) acting within their authority for the City. Any change to the contract must be approved in writing by the Purchasing Agent and the Contractor.

10.2 Insurance

The successful offeror shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the offeror, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits:

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit
\$500 Bodily Injury/Property Damage per claimant
(min.)

b. Umbrella Excess Liability

Minimum Limits: \$2,000,000

c. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the offeror; his agents, representatives, employees or subcontractors.

Minimum Limits: \$1,000,000 Combined Single Limit

d. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia.

e. Data or Network Insurance

Legal liability to others. This covers damage done to others as a result of security lapses on your network. For instance, if a hacker breaks into your network and uses your servers and routers to launch a denial of service attack on another company, or if someone at your firm unwittingly passes on an e-mail virus to the outside world, the coverage would safeguard you against any resulting lawsuits.

f. Professional Liability

1. The successful offeror shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the firm for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.
2. The E&O Policy shall include the successful offeror and the offeror's subcontractors of every tier as the offeror designated in the declarations.
3. The minimum E&O Policy limits to be provided by the successful offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 annual aggregate and that the coverage be kept in force for three (3) years beyond the end of the contract.
4. Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the City with forty-five (45) days' notice of cancellation, non-renewal, change in coverages, and/or restriction.

g. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The City of Suffolk, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. **This provision does not apply**

**to Professional Liability or Workers' Compensation/
Employers' Liability.**

3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Manager.
11. All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

10.3 Hold Harmless Clause

The offeror shall, during the term of the contract, indemnify, defend and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Contractor, the Contractor's agents, employees occurring in connection with the products, completed operations, and other services covered herein.

10.4 Notice of Required Disability Legislation Compliance

City of Suffolk government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, City of Suffolk, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

10.5 Anti-Discrimination

By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2:4343.1E).

In every contract over \$10,000 shall include the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10.6 Ethics in Public Contracting SEC 2.2-4367 ET. SEQ. CODE OF Virginia

By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

10.7 Compliance with Federal, State and Local Laws and Federal Immigration Law

Section 2.2-4311.1 requires that all public bodies provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the

Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

10.8 LITIGATION

In any claim or dispute between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, the parties consent to the jurisdiction and the sole venue of the Circuit Court of the City of Suffolk, Virginia

Contractor shall not cause a delay of work because of the pending litigation proceedings, except with the express, written consent of the City's written instruction.

10.9 Debarment Status

By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

10.9 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Suffolk all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Suffolk under said contract.

10.10 Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

10.11 Exemption from Taxes

The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Suffolk.

10.12 Faith-Based Organizations

City of Suffolk does not discriminate against faith-based organizations.

10.13 Modifications

There may be no modification of this contract except in writing executed by the authorized representative of the City and Contractor.

10.14 Invoicing and Payment

The firm shall submit duplicate invoices on a monthly basis for each payment requested. Such statement shall also include a detailed breakdown of all charges.

All such invoices will be paid promptly unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded in duplicate to the following address:

City of Suffolk, Virginia
Department of Human Resources
P.O. Box 1858
Suffolk, Virginia 23439-1858

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

10.15 Payment to Subcontractor

Payments to subcontractor(s) shall be made in accordance with § 2.2-4354 of Code of Virginia (1950), as amended. Unless otherwise specified in this CONTRACT, interest shall accrue at the rate of one percent (1%) per month.

10.16 Assignment of Contract

The successful offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its

rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

10.17 Termination

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause/Default

Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Non-Appropriation of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

10.18 Severability

If any part, term, or provision of this agreement, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

10.19 Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, City of Suffolk.

10.19 Responsibility for Making Corrections

The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in its performance, The City's review, approval, or a acceptance of, nor payment of any of the services required under the contract shall be deemed a waiver of rights by the City as a result of the Contractor's negligent performance of any of the services furnished under the contract.

10.20 Compliance with State Law: Foreign And Domestic Business Authorized To Transact Business In The Commonwealth (VPPA §2.2 – 4311.2)

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. A public body may void any contract with a business if the business fails to remain in compliance with the provisions of this section.

10.21 CONFLICT OF INTEREST

CONTRACTOR shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the CITY.

10.22 ENTIRE AGREEMENT

This CONTRACT comprises the entire understanding between the parties and cannot be modified, altered or amended, except in writing and signed by all parties.

10.23. WAIVER

The failure by one party to require performance of any provision of this CONTRACT shall not affect that party's right to require

performance at any time thereafter, nor shall a waiver of any breach or default of the CONTRACT constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

PROPOSAL SIGNATURE SHEET

(Submit with Proposal)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Suffolk and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Suffolk, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Suffolk.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____

Telephone No. _____ **Fax No.** _____

Name (type/print): _____ **Title:** _____

Signature: _____

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
(RFP #2013-00001)**

Name of Firm/Offeror: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	Title
Fax Phone Number: ()	
FIN/SSN#:	

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut
 Other; Please Explain: _____

Is your firm Woman Owned? Yes No Is your firm a Small Business? Yes No



CITY OF SUFFOLK

Finance Department/Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; T (757) 514-7520; Fax (757) 514-7524

EVALUATION MATRIX

COBRA ADMINISTRATION AND RETIREE BILLING

FIRM: _____

	MAX. POINT	
1. Qualifications of the firm	25	_____
2. Demonstrated expertise and past experience in COBRA administration and retiree billing	25	_____
3. Services, functions and capabilities proposed	25	_____
4. Cost	15	_____
5. Completeness and Quality of Proposal	10	_____
TOTAL	100	_____

REVIEWER: _____ Date: _____



CITY OF SUFFOLK

Finance Department/Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; T (757) 514-7520; Fax (757) 514-7524

COBRA ADMINISTRATION AND RETIREE BILLING

THE FIRM OF: _____

Address: _____

FEIN (Tax ID #) _____

The following shall be returned with your proposal. Failure to do so shall be ample cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

Item:	Included:
1. References	_____
2. Addenda, if any.	_____
3. One (1) original and four (4) copies	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____

Fax: _____

Email Address: _____ Cell: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

REFERENCES FOR: _____

Offerors shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Project Name _____
Mailing Address _____
Phone _____ Fax _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Project Name _____
Mailing Address _____
Phone _____ Fax _____

3. Firm Name _____
Contact _____
Title _____ E-mail _____
Project Name _____
Mailing Address _____
Phone _____ Fax _____

4. Firm Name _____
Contact _____
Title _____ E-mail _____
Project Name _____
Mailing Address _____
Phone _____ Fax _____