



# CITY OF SUFFOLK

## PURCHASING DIVISION

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

### REQUEST FOR PROPOSAL Flexible Spending Account Administration

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

RFP NUMBER: 2013-00002

ACCEPTANCE PLACE City of Suffolk  
Purchasing Division  
P.O. Box 1858 (23439)  
441 Market Street, Suite 105 (23434)  
Suffolk, Virginia

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

Linda Story, Purchasing Agent

(757) 514-7523

Email Address: [lstory@suffolkva.us](mailto:lstory@suffolkva.us)

This document can be downloaded from our web site:

[www.suffolkva.us/bids/index.jsp](http://www.suffolkva.us/bids/index.jsp)

Issue Date: June 14, 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 the offeror has obtained this Request for Proposal (RFP) document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting any proposal to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the offeror is not listed on record as a prospective offeror.**

REQUEST FOR PROPOSAL

**Flexible Spending Account Administration**

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**REFERENCE SHEET AND OTHER DOCUMENTATION**

**FLEXIBLE SPENDING ACCOUNT ADMINISTRATION COST COMPARISON  
COMPARISON**

Prepared By: Linda S. Story Date: June 14, 2012  
Purchasing Agent

# FLEXIBLE SPENDING ACCOUNT ADMINISTRATION

## 1.0 Purpose

The City of Suffolk (City), has issued this sealed Request for Proposal for the sole purpose of obtaining responsive proposals from a responsible company to manage the City's Flexible Spending Account (FSA) program.

The anticipated effective date of the program will be January 1, 2013.

## 2.0 Background

1. City of Suffolk's Flexible Spending Account Plan is called City of Suffolk Flexible Benefit Plan and was implemented on January 1, 2008.
2. They have 1234 eligible and 136 participate in the Medical Reimbursement account, 19 participate in the Dependent Care Account and 6 participate in the Private Insurance Account as of April 30, 2012.
3. Reimbursements are processed on a weekly basis.
4. They currently provide direct deposit.
5. They currently provide debit cards for the healthcare account only.
6. The plan does not include a grace period.
7. Employees may submit claims up to 90 days following the end of the plan year.
8. They would like to include administration and performance of the annual discrimination testing.
9. They are exempt from filing the 5500s.
10. Plan Documentation will need to be reviewed and made compliant in accordance with the finalized Affordable Care Act.
11. In house council reviews all plan Documentation.
12. Summary Plan Descriptions are provided by the vendor.

## 3.0 Inquiries

Direct questions related to this RFP to Linda Story, Purchasing Agent, and submit such questions in writing. Include the RFP number, page, and paragraph number for each question.

If you mail the questions to the Purchasing Division, do not place the RFP number on the outside of the envelope containing questions, as it may be improperly identified as an envelope with a sealed proposal and may not be opened until after the official RFP due date.

Send all questions by e-mail to Linda Story at the Purchasing Division, lstory@suffolkva.us. Offerors must clearly understand that the only official answer or position of the government will be the one stated in writing. For general questions, call (757) 514-7523.

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

#### 4.0 Evaluation Criteria

Each proposal will be evaluated based upon (but not limited to) the following criteria:

- Services Offered and Approach to Task
- Ability of Organization to Perform Described Services
- Experience/Credentials of Key Personnel
- Experience/Credentials of Organization
- Completeness/Responsiveness of Proposal
- Ability to Meet Schedule
- Cost

#### 5.0 Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. City reserves the right to adjust this timetable as required during the course of the RFP process.

| <u>Event</u>                                    | <u>Date</u>         |
|---|---------------------|
| RFP Issued                                      | June 4, 2012        |
| Deadline for submittal of questions             | July 5, 2012        |
| Proposals Due                                   | July 12, 2012       |
| Complete Evaluation of Proposals (Short List)   | July 23, 2012       |
| Interviews to be Held                           | Week of July 29th   |
| Complete Contract Negotiations/Execute Contract | Week of August 20th |

#### 6.0 Required Proposal Information

Include with your proposal responses to each questions or requirement below.

1. Provide references (similar in size, industry and location, if possible) - two active accounts and two recently terminated accounts. Include group name, contact person and telephone number.
2. Is your company willing to guarantee fees for more than a one-year period? If so, for how long. If not, what type of cap would you be willing to place on increases in your administrative fees?
3. Please provide pertinent information regarding your firm's background and experience in FSA administration. Discuss current staffing levels and include information regarding legal expertise available to your clients.
4. Where will spending account administration be handled? Who would be the account team for City of Suffolk?
5. Explain your claims processing system. Is it a customized system or commercial software?
6. How often are claims processed?

7. Can each employee have the option of choosing direct deposit or check or is the decision made on a group-wide basis? Detail any costs associated with direct deposit.
8. Can each employee have the option of choosing a debit card or is the decision made on a group-wide basis? Detail any costs associated with direct deposit and or debit cards.
9. Have you partnered with a third-party vendor to offer debit card technology? If so, identify the vendor.
10. What information is displayed on the debit card?
11. What is the turnaround time to produce debit cards from the date you receive eligibility and contribution data?
12. How many debit cards can be issued to a family?
13. Are debit cards and communication materials mailed to the employee's home location?
14. How does a debit card get terminated from use?
15. Can an employee call to terminate a card if stolen?
16. Does the employee receive a new debit card each year or is the same card used multiple years?
17. Are there any restrictions to using the debit card or where a card can be used?
18. When using a debit card, is there any education of providers or merchants required?
19. What payment association is your debit card affiliated with?
20. Please enclose copies of all management reports provided, noting the frequency of each.
21. Describe your substantiation process and reconciliation process.
22. How are incomplete or denied claims communicated?
23. How often are employees provided with year-to-date statements of their accounts?
24. Do you provide a toll-free customer service number?
25. Provide a sample request for reimbursement form, employee statement, Change in Status Forms, and other communications materials.
26. How are actual forfeitures identified and reported to the client?
27. Describe your yearend notification to participants' process. Do you provide electronic notification? Mail?
28. Provide sample document and adoption agreement, SPD, and employee communication materials which are included in your quoted fees.

29. Include the sample management reports that will be provided to City of Suffolk on an on-going basis.
30. Please attach sample discrimination reports applicable to FSA plans.
31. Are customized forms and/or checks available? At what cost?
32. Have your procedures been audited by an outside agency to ensure compliance?
33. Please provide a certification of insurance for professional liability and E & O coverage.
34. Please provide ways to increase participation in the plans.

## **7.0 Contract Term and Conditions**

### **A. Contract Term**

The contract shall cover January 1, 2013 through December 31, 2014. The City reserves the right to extend the contract for three additional one year periods.

### **B. Hold Harmless Clause**

The Contractor shall, during the term of the contract, indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

**The City may not, by Virginia Law, either hold harmless or indemnify the Contractor. Proposals which require indemnification of the Contractor will not be considered.**

### **C. Notice of Required Disability Legislation Compliance**

City of Suffolk 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.

### **D. Ethics in Public Contracting**

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this city. A copy of these provisions may be obtained

from the Purchasing Agent upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

E. Employment Discrimination by Contractors Prohibited

Every contract of 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 or disability, 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, shall 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 to meet this requirement.
2. The Contractor will include the provisions of the foregoing paragraphs, 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.

F. Drug-free Workplace

Every contract of over \$10,000 shall include the following provisions:

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.

G. Faith-Based Organizations

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

H. 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.

I. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

J. Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

K. 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

- b. Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

- c. Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

- d. 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.

e. 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.

f. 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 Management Director.

All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

L. 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 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 written instruction from the Court.

M. 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 Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of

the performance of this contract in a subsequent fiscal year, then 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.

N. Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City Manager or his designee. The City Manager shall render a decision within sixty (60) days of receipt of the appeal.

O. Substitutions

No substitutions, including key personnel, or cancellations permitted after award without written approval by the Purchasing Agent.

P. Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

Q. Record Retention; Audits

The contractor shall retain, during the performance of the contract and for a period of seven years from the completion of the contract, all records, including computerized records, pertaining to the contractor's proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; contract amendments; insurance documents; memoranda; and correspondence. Such records shall be available on demand and without advance notice during normal working hours.

R. Compliance with Immigration Law

The contractor does not and shall not during the performance of this agreement for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986

S. Compliance With State Law; Foreign And Domestic Businesses Transacting Business In The Commonwealth

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if such is required by Title 13.1 or Tile 50 or as otherwise required by law. Such status shall be maintained during the term of the contract. A public body may void

any contract with a business if the business fails to remain in compliance with the provisions of this section.

T. Confidentiality

Each party hereto may disclose to the other party confidential information, whether written, oral or in any other form, including but not limited to certain programs, including without limitation, (i) CONTRACTOR'S processed, models, templates, techniques, innovations, forms and documents, and other trade secrets and proprietary information relating to CONTRACTOR'S services; and (ii) the CITY'S product(s) business and financial information and plans, budgets, sales and marketing plans and information, promotions, supplier list, customer lists, finding and results from the performance of the services by the CONTRACTOR (collectively "Confidential Information"), as may be necessary to further the performance of this AGREEMENT. Neither of the parties shall directly or indirectly disclose, allow access to, transmit or transfer any such information to a third party without obtaining the prior written consent of the other party. The receiving party is liable for any unauthorized use and disclosure of Confidential Information by its officers, employees and agents. The obligations of the parties hereunder shall not apply to information provided to the other party which at the time of disclosure is readily available to the public. The parties' obligations of this section shall survive termination of this AGREEMENT

U. Method of Payment

CONTRACTOR shall submit invoices in duplicate for each delivery, such statement to include detailed breakdown of all charges and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to using department.

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Unless otherwise provided, interest on the payment shall not exceed the rate of one percent per month.

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their Federal Identification number on the pricing form.

V. 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.

W. 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.

X. Entire Understanding

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

8.0 **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

A. Submission of Sealed Proposals

Read the entire solicitation before submitting a proposal. Failure to read any part of this RFP shall not relive any offeror from his or her contractual obligations. Be sure 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. Sealed Proposals must be 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 or hand delivered to 441 Market Street, Room 105, Suffolk, Virginia 23434. It is the responsibility of the offeror to submit the proposals in a timely manner so that the proposals arrive prior to the hour specified on the acceptance date.

B. 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/bids/index.jsp](http://www.suffolkva.us/bids/index.jsp).

C. 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 protection 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. Please provide a cover page outlining the section and page number of the proprietary section.

D. 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.

E. Preparation and Submission of Proposals

1. All proposals shall be signed in ink by the individual or authorized principals of the firm.
2. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.
3. 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.
4. Proposals must be received by the Purchasing Division BEFORE the hour specified on the acceptance 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 or unsolicited amendments to 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.

5. Each firm shall submit one original and five (5) 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.

F. Withdrawal of Proposals

1. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
2. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
3. 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.

G. Subcontractors

Offerors shall include a list of all subcontractors in their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The City reserves the right to reject the successful firm's selection of subcontractors.

H. 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.

I. 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.

J. Rights of 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.

K. Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

L. Notice of Award

A Notice of Award will be posted on the City's web site [www.suffolkva.us](http://www.suffolkva.us) and on the bulletin board located in the Purchasing Division, Room 105, 441 Market Street, Suffolk, VA 23434.

M. 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.

N. Debarment

By submitting a proposal, the Contractor is certifying that he is not currently debarred by the City. A copy of the City's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.



# CITY OF SUFFOLK

DEPARTMENT OF FINANCE

PURCHASING DIVISION

P.O. BOX 1858, SUFFOLK, VA, 23439-1858, PHONE (757)514-7520 FAX (757)514-7524

## 5.0 Flexible Spending Account Administrator

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 five (5) 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 \_\_\_\_\_

5. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Project Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_





**EVALUATION MATRIX**  
**FLEXIBLE SPENDING ACCOUNT ADMINISTRATION**

FIRM: \_\_\_\_\_

|  | <b>MAX.<br/>POINTS</b> | <b>SCORE</b> |
|--|------------------------|--------------|
| 1. Services offered and approach to tasks                | 25                     | _____        |
| 2. Ability of Organization to Perform Described Services | 25                     | _____        |
| 3. Experience/Credentials of Key Personnel/Organization  | 25                     | _____        |
| 4. Completeness/Responsiveness of Proposal               | 15                     | _____        |
| 5. Appropriateness of Proposed Fees                      | 10                     | _____        |
| <b>TOTAL</b>   | <b>100</b>             | _____        |

Rater: \_\_\_\_\_

Date: \_\_\_\_\_

**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: \_\_\_\_\_

**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**