



# **CITY OF SUFFOLK**

## **PURCHASING DIVISION**

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

# **REQUEST FOR PROPOSAL**

**TITLE: Ambulance Billing Services and Collections**

**ACCEPTANCE DATE:** Prior to 5:00 p.m. – January 10, 2012 “Eastern Standard Time”

**RFP NUMBER:** 2013-00058

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

**BID OPENING LOCATION:** Purchasing Division Conference Room  
441 Market Street, Room 105

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

Cindy L. Norfleet, CPPB  
Senior Buyer  
(757) 514-7522  
Email address: [cnorfleet@suffolkva.us](mailto:cnorfleet@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: December 11, 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 bid document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your proposal to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the vendor is not listed as a prospective bidder.

# REQUEST FOR PROPOSAL

## Ambulance Billing Services and Collections

### SECTION/TITLE

1.0	Purpose.....	3
2.0	Background.....	3
3.0	Competition Intended.....	4
4.0	Term of Contract.....	4
5.0	Contractor's Qualifications.....	4
6.0	Scope of Work.....	4
7.0	Instructions for Submitting Proposals.....	9
8.0	Specific Proposal Requirements.....	13
9.0	Evaluation and Award Criteria.....	17
10.0	Contract Terms and Conditions.....	18
	Signature Sheet.....	26
	Proprietary/Confidential Information Identification.....	27
	Exceptions to RFP.....	28
	Anticollusion/Nondiscrimination/Drug Free Workplace Clauses.....	20
	Proof of Authority to Transact Business in Virginia form.....	30

Prepared by Cindy Norfleet, CPPB, Senior Buyer

Date: December 11, 2012

## 1.0 PURPOSE

The intent of this Request for Proposal is to solicit proposals from qualified offerors to provide fully comprehensive and automated ambulance billing services and collection system for the City of Suffolk's Department of Fire and Rescue, as well as services provided by other emergency transport organizations located within the City. Services shall include pre-hospital emergency medical services (EMS), and associated emergency service-related billing and money collections. It is the intent of the City to assess reasonable fees for services rendered to assure the provision of adequate and continuing services. It is also the City's intent to preserve, protect, and promote the public health, safety and general welfare, and to defray the rapidly increasing cost of operations for the City's emergency service operations.

Services shall also include statistical reporting for the City's ambulance/emergency medical services (EMS).

## 2.0 BACKGROUND

2.1 The City of Suffolk's Department of Fire and Rescue currently operates nine (9) fire stations. These fire stations are staffed full time by City personnel with supplemental services provided by volunteers. The Department operates from an "all-hazards" platform and services the City of Suffolk and its residents by suppressing fires; providing advanced life support; providing pre-hospital emergency medical care; rescue operations (i.e. searching for and rescuing persons who become trapped in fires, extrication from vehicles accidents, etc.); special operations, including the release or spill of hazardous materials, technical rescue (i.e. swift water rescue, building or trench collapse), high angle or rope rescue), and marine operations (i.e. water rescue, boat fires, fuel spills); and performing emergency planning.

2.2 The City of Suffolk's Department of Fire and Rescue estimates that the number of emergency transports will be approximately 6,000 or more, on an annual basis. In Fiscal Year 2011/2012, fifty-six percent (56%) of transports were classified as ALS, and forty-four percent (44%) were classified as BLS.

2.3 Current fees established by the City of Suffolk are:

BLS	\$400.00
ALS1	\$650.00
ALS II	\$800.00
LPM	\$10.00 per mile

2.4 City's EMS transport billing follows a "compassionate" billing approach. The program philosophy is that all persons will be treated with the highest level of care without respect to ability to pay.

2.5 The City's population is estimated to be 85,692. Median household income within the City is \$65,104.00. Land mass of the City of Suffolk is approximately 430 square miles. As such, the City expects to achieve a collection rate that may exceed that of comparably-sized EMS systems in the United States.

2.6 The City of Suffolk currently uses the AES Fire House system for collecting electronic medical records. It is anticipated that this software system will be replaced and upgraded within the next year. The successful offeror must be able to use whatever system is utilized by the City.

2.7 Collections for Fiscal Year 2011/2012 were approximately \$1,507,976.00.

### **3.0 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.

### **4.0 TERM OF CONTRACT**

The contract shall cover the period beginning upon receipt of signed Agreement and continuing through January 31, 2014. This contract may be renewed at the option of the City based on the terms and conditions herein. The contract may be renewed for four (4) additional one-year periods for a total of five (5) years through January 31, 2018.

### **5.0 CONTRACTOR'S QUALIFICATIONS**

Qualified offerors must have experience with ambulance operations, data processing systems, management, integration and security experience in the ambulance industry, demonstrable record of high achievement in accounts receivable collections, and experienced staff in health care collections and in collections activities approximately the size of this project.

### **6.0 SCOPE OF WORK**

6.1 Scope of Work shall include the following tasks:

- a. Coordinate invoicing and collections to insurance companies including, but not limited to, Medicare, Medicaid, managed care organizations, commercial insurance companies, and other designated third parties and payers for fees.
- b. Discuss the importance of complying with Medicare/Medicaid policies, procedures, and directive. Include a listing of past/present penalties/findings (if any) and their resolution. If the offeror has no penalties/findings, please indicate.
- c. Prepare and mail invoices and overdue notices. All notices, invoices and letters must be in a form approved by the City and must comply with the provision of the Fair Debt Collection Act and any other applicable laws and regulations. Any collection efforts undertaken on behalf of the City requires a business-like demeanor in dealing with assigned accounts.

The City will not tolerate debtor harassment, improper or unreasonable conduct by the selected offeror in the billing or collection process. The City will not tolerate harassment of a customer in any form or manner. If the City determines that a customer is being unduly harassed, the City reserves the right to terminate the contract immediately.

- d. Prepare and submit claims, bills, invoices, etc. based on the patient care reports or data forwarded to the contractor by the Suffolk Department of Fire and Rescue. Knowledge, experience, and judgment shall be applied to avoid or prevent the submission of claims, bills, or invoices to any third party payer, based on the documentation submitted by the City, that the services rendered do not qualify for reimbursement by the appropriate payer.

Any documentation, patient care reports, claims or other such documents believed to be incomplete or that do not qualify for reimbursement, will be returned to the City for further processing or development along with an explanation of the reasons that the transport cannot be submitted for reimbursement and the additional information that may be required in order for the claim to be complete within two (2) business days.

- e. Post transaction to each patient account that applies to payments, adjustments, refunds/credits, and resubmission of insurance provider claims, as well as to update all patient information when patient information is found to be incorrect. All updates will be completed within two (2) business days of receipt of information.
- f. Assure that all the information needed for billing is obtained. If the information is missing from the billing file, and the information cannot be obtained from the proper medical facility by the Contractor, the City must be notified within two (2) days of receipt of the file.
- g. Describe the process used to obtain patient and missing patient information prior to issuing insurance claims or direct patient billing.
- h. Describe procedures of how the City will be notified of any overpayments or credit balances. Define how the contractors intend to prepare requisitions in accordance with City guidelines, payment of such overpayment or credit balance by the City to the appropriate party. If a particular insurer or payer requires an overpayment or refund form to accompany such an overpayment or credit balance refund, the Contractor will complete such form and submit it to the City with its payment requisition. All refund requests will be prepared within thirty (30) days of the day the account balance becoming a credit.
- i. Provide written policies and procedures for billing for ambulance transport services.
- j. Provide a detailed process used for returned mail. Include the steps and any services used to obtain new addresses.

- k. Provide a written copy of all “Red Flag” policies and procedures.
  - l. Describe how the accounts are handled if a contract should be terminated for any reason.
  - m. Provide a Statement on Auditing Standards No. 70 (SAS 70) SAS 70 report completed by an independent auditing contractor with the past twenty-four (24) months.
  - n. Submit a copy of their customer service rules, policies and guidelines, and training program requirements for staff answering the telephone. These customer service policies may be subject to amendment by the City and the Contractor from time to time.
  - o. Provide a written copy of policies regarding records storage and retention, as well as a written detail where and how records will be stored.
  - p. List and detail any services which allow patients to view or update account information through a secure internet connection.
  - q. Submit sample reports for review. The reports should include at a minimum, aging, bad debt, cash receipts, billing, returned mail, rejected claims, and refunds. These reports must be able to be created by staff at City of Suffolk Department of Fire and Rescue.
  - r. Any account placed in a hold status must be resolved within thirty (30) days. Provide an explanation as to how this will be achieved, and provide any policies and/or procedures ensuring compliance.
  - s. Discuss the approach to billing and collections management, including how it transitions staff when a staff member terminates employment. Also, indicate how the department is notified of the transition and how the department would be assured of no interruption in cash flow during the process. Provide any policies and/or procedures ensuring compliance.
  - t. Describe in detail the transition and startup plan. Also, include the time needed for any transition period.
  - u. Describe in detail the method City staff will use to access the patient billing information. Include expected hours of availability, training, and support. After contract award, the Contractor must provide electronic access to their database for the Suffolk Department of Fire and Rescue authorized personnel. City staff shall have access during business hours.
- 6.2 Offerors must have a documented security and disaster recovery plan in place. A copy of this plan will be provided with the proposal. The plan must include specific and detailed information regarding encryption of electronic data or otherwise securing data during transmission. The contractor will describe its disaster recovery plan for the proposed system. These methods shall be able to

preserve the integrity of applications and data and shall provide immediate system and data recovery with minimum downtime to the application according to industry standards. The system will include:

- a. Software Crash Tolerance: Server and client software shall maintain its integrity in case of power failure and abrupt shutdowns.
- b. Restart/Recovery: The system shall be capable of restart and recovery after system failure with no loss of data or software components.
- c. File Protection: This feature shall provide the capability to limit the types of operations (e.g. read, write, delete) that can be performed by individual users on given data or program files.
- d. Integrity Checking Feature: The system shall provide the capability of identifying the existence of program and/or system discrepancies.
- e. Hardware Redundancy: Implementing backup drives and Raid configurations for database, application, and network servers.

### 6.3 Contractor's Responsibilities

- a. The Contractor will be responsible for obtaining the appropriate billing information and demographic information for transports by Suffolk Fire and Rescue to enter into any patient report that is incorrect or incomplete. Facilities serviced by Suffolk Fire and Rescue include Sentara, Bon Secours, Southampton Memorial, CHKD, Portsmouth Naval, Riverside, and Chesapeake. This information must be used to update the applicable patient records within two (2) business days of receipt.
- b. Upon receipt of a written notice from the City, signed by the Program Manager, the Contractor shall immediately suspend any invoicing and/or collection efforts on an account.
- c. It will be the responsibility of the Contractor to pursue collection action on all accounts for a period of 180 days following the date of the initial claim, invoice, or bill. The Contractor will issue reminder notices within a billing schedule agreed to by the City. The City will be responsible for designating those accounts that shall be referred for collections activity and, when applicable, the Contractor shall cooperate with the City in forwarding past-due accounts to a City designated collection agent. A schedule of all account eligible for transfer to bad debt shall be sent each month. This schedule should include all accounts over 180 days.
- d. The Contractor will be expected to provide analysis and expertise in all issues related to ambulance billing. This includes analysis of trends and other pertinent issues that may develop. The offeror will respond to the requests by agreed upon time frames.

- e. The Contractor will meet quarterly at the Suffolk Department of Fire and Rescue offices to review performance. Also, at a minimum, a written report reviewing the performance of the accounts receivable should be prepared, identifying among other issues, the strengths weaknesses and opportunities of the performance.

Key issues that might arise in the future should be identified, along with strategies to address the issues. A quarterly written report will areas of deficiency and identify areas where the City's pre-hospital personnel can improve documentation.

- f. Background checks must be performed on all employees and agents of the Contractor who shall perform services under this RFP and subsequent contract. At a minimum, the background checking process must include criminal history checks and checks against the "List of Excluded Individual and entities" (LEIE) maintained by the Office of Inspector General, United States Department of Health and Human Services (<http://oig.hhs.gov>). Select link for: Exclusions Database.

The Contractor, at the inception of the contract and throughout the term of the contract, must ensure that no individual with criminal convictions (other than traffic violations) or who appears on the LEIE, perform any services under the contract with the City. The Contractor must immediately report to the City in writing if it becomes aware that any of its employees or agents performing services under the contract have been convicted of a crime (other than a traffic violation) or have been placed on the LEIE.

- g. Prior to contract award, the Contractor shall provide an initial written certification that it has completed background check as set forth in this section on all employees and proposed employees or agents performing services on behalf of the City. Once awarded, Contractor must furnish to the City, a written certificate no less frequently than once per year during the term of the contract. A contract will not be awarded to offerors who are themselves excluded individuals or entities according to the LEIE.
- h. The Contractor must agree to either provide their proposed systems source code to the City or establish an escrow account with the exact version of the source code being implemented at the City. The Contractor must provide to the City, or escrow, the original, unaltered code, which must be replaced with the as-built code subsequent to completing the 1) testing, 2) acceptance, and 3) implementation phases of this project. The vendor must notify the City every time code versions are sent to escrow. This is required to ensure that the City has unrestricted access to and use of the source code in the event the Contractor ceases to exist, ceases to support the application, or otherwise terminates its relationship and/or ownership to the product.



i. Consulting Services

The Contractor's staff must be available for consultation with City staff on an as-needed basis between 8:30 a.m. and 5:00 p.m., Monday through Friday.

**7.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS**

7.1 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 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 bidder's responsibility to ensure the proposal is received prior to the acceptance time. The "official" time of acceptance shall be "date stamped" upon receipt of the bid package in the Purchasing Division office. 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.

7.2 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 opening date.

The Senior Buyer, Cindy Norfleet, 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 Buyer'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.

7.3 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.suffolk.va.us](http://www.suffolk.va.us).

7.4 Firm Pricing for City Acceptance

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

## 7.5 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.

## 7.6 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.

## 7.7 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 the 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 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 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.

- e. Each firm shall submit **one (1) original and four (4) copies** of their 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.

One electronic original copy shall be included in the proposal package.

A redacted original and electronic copy shall also be included in the proposal package. All information marked proprietary shall be removed from the original and electronic redacted copies.

#### 7.8 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.

#### 7.9 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.

#### 7.10 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.

#### 7.11 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.

#### 7.12 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.

#### 7.13 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.

#### 7.14 Announcement 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, Virginia.

#### 7.15 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.

#### 7.16 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.

#### 7.17 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.

#### 7.18 Taxes in Arrears

No bid or proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City.

### 8.0 **SPECIFIC PROPOSAL REQUIREMENTS**

Proposals should be as thorough and detailed as necessary to allow the City of Suffolk to properly evaluate the offeror's capabilities to provide the required services. Offerors are required to submit, as a minimum, the following items in the format provided as a complete proposal:

#### 8.1 Signature Sheet and Cover Letter

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 Offeror must sign the letter and Signature Sheet, as well. The letter must stipulate that the proposal price(s) will be valid for a period of at least 120 days. Indicate the address and telephone number of the Contractor's office.

#### 8.2 General

- a. Name of contractor submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and City registration numbers.
- b. Understanding of the problem and technical approach:
  1. Statement and discussion of the requirements as they are analyzed by the offeror.
  2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.

3. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.
4. Provide a narrative fully and completely describing the billing system proposed and the approach/methodology proposed by the offeror in providing these needed services. Include a detailed flow chart outlining all steps, milestones, approval point, meetings, etc.

### 8.3 Preliminary Work Plan

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal (Section 6.1), and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differ from the project scope described.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

### 8.4 Treatment of the Issues

In this section, the offeror may also comment, if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the Section 6.1, and may propose alternative approaches.

- 8.5 Offeror may describe any services provided by the contractor that are not covered by the RFP, but would assist the department in enhancing its collections. Include examples of these services.

### 8.6 Statement of Qualifications

The Statement of Qualifications must include a description of organizational and staff experience, as well as resumes of proposed staff.

#### a. Organizational and Staff Experience

Offerors must describe their qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience with the specific subject matter. Include a complete list and brief description of each ambulance/EMS billing and collection service contract currently in progress or completed within the last three (3) years. Include the description of the services rendered, length of contract, annual number of claims, amount of revenue billed, and the cash collection percentage of the revenue that was billed.

b. References

Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.

c. Personnel

Full-time and part-time staff, as well as proposed consultants and subcontractors who may be assigned direct work on this project, should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience.

Include an organizational chart showing the line of communication and designating level of authority of all team members. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character, and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources identified.

Resumes of staff and proposed consultants are required indicating education, background, and recent relevant experience with the subject matter of the project

d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and timeline for the project. It is imperative that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This includes consultants, as well as regular employees of the offeror, if relevant.

e. Offerors must provide either a local telephone number, or a toll-free telephone number so customers can contact the Contractor for questions and/or concerns Monday through Friday, 8:00 a.m. through 7:00 p.m. Eastern Standard Time (EST).

f. Financial Statements

The offeror shall provide an audited income statement and balance sheet from the most recent reporting period. Upon request, the City reserves the right to request additional financial statements during the contract period.

g. The offeror must provide a complete list and brief description of each ambulance/EMS billing and collection service contract currently in progress or completed.

- h. The offeror must provide a list of any pending or resolved lawsuits, or litigation, in which the contractor was involved during the past five (5) years. If the contractor has not been involved in any lawsuits, please indicate that information as well.
- i. The offeror must disclose any relevant information that it believes demonstrates its qualifications for the project and/or distinguishes its proposal from other proposals.
- j. Offeror must describe its compliance program and how the program meets or exceeds the requirements of CMS and HIPAA. Provide a copy of your organization's compliance programs both for CMS and HIPAA.
- k. Offerors must indicate whether or not their organization has had a contract terminated in the last five (5) years and, if so, describe the nature and circumstances. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated, and such litigation determined that the vendor was in default.
- l. All work performed by the contractor, contractor's staff or subcontractors pertaining to the contract must be completed in the United States. Offeror should disclose if any work is done outside the United States.

8.7 The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the City.

The Offeror must indicate the staff person that will be primarily responsible for the account. This person will be the point of contact for all activities on the account and will be responsible for making sure that all items for the contract are executed according to the terms established. It is expected that this person will be available during normal business hours. If this person is unavailable for extended time periods (scheduled leave, personal medical issues, etc.), the City must be notified and provided with another point of contact with comparable credentials.

#### 8.8 Cost Proposal

The Offeror must submit a cost proposal with their proposal.

The subsequent contract will be based on a "percentage of collections"/fixed percentage fees. The fee(s) will remain constant and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days.



The City will pay the Contractor an established percentage of all revenues (net of refunds) actually collected. The Contractor shall include all fees, costs, and expenses in the percentage of collection fee, and the City shall not be charged for any additional fees, costs or expenses outside of this percentage fee for the performance of all of contractor's required tasks under this RFP.

## **9.0 EVALUATION AND AWARD CRITERIA**

The City's Evaluation Committee shall review each proposal and verify the claims and credentials of each offeror. Selection will be made for each proposal on the basis of the criteria listed below. Each criteria will be rated from 1 to 50 with 1 being poorest and 50 being the best. Weights to each rating will be applied as indicated below.

- a. Qualifications and experience of the Contractor's organization based on similar work performed and resumes and experience of personnel assigned to this project. (Weight: 3.5)
- b. Approach to task/operational plan for the proposed project. Understanding of the Scope of Work. Compliance with all required regulations. (Weight: 3)
- c. Availability of the Contractor to provide timely client assistance and customer service based on prompt and timely updates, complaint and concern resolution, and delivery of monies collected. (Weight: 1.5)
- d. Cost Proposal (Weight: 1.5)
- e. Overall quality and completeness of proposal based on the submittal requirements (Weight: .5)

Once each member of the Evaluation Committee has independently read and rated each proposal and completed a proposal evaluation matrix form, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the firms for further consideration—the short-list. At this point, the Evaluation Committee will conduct interviews and/or discussions with the top ranked firms (usually the top three to five depending upon the number of proposals received).

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 or offerors which, in its opinion, have made the best proposal, and will award the contract to that offeror or offerors. 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 will be expected to sign a contract with the City of Suffolk. The successful firm 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 License Requirement

All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

### 10.2 Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage's 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 bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages and certificates of insurance and 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 delivery 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.

##### 1. 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  
\$1,000,000 Fire Damage Limit  
\$ 500,000 Medical Expense Limit

#### b. Workers' Compensation

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

#### c. Umbrella/Excess Liability

\$1,000,000 umbrella/excess liability coverage

d. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.
2. The City of Suffolk, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages, and policies that address additional insured shall be provided. 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 thirty (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 declaration page(s), endorsement(s), and/or policies 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 with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents 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 Officer.
11. All coverage's designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

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 Contractor 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 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.

#### 10.5 Ethics In Public Contracting

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. (Code of Virginia 2.2.4367)

#### 10.6 Compliance with Federal Immigration Law

Contractor does not, and shall not during the performance of the contract 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.

#### 10.7 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.

#### 10.8 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 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.

#### 10.9 Drug-Free Workplace

During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the

contractor that the contractor maintains a drug-free workplace; and (4) 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 purposes 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, 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.

#### 10.10 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.

#### 10.11 Faith Based Organization

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

#### 10.12 Substitutions

NO substitutions or cancellations are permitted after award without written approval by the Purchasing Agent.

#### 10.13 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 departments.

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 (1%) per month.

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

#### 10.14 Payments to Subcontractors

Within seven (7) days after receipt of monies paid by the City for work performed by a subcontractor under this contract, the contractor shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this contract; or
- b. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b above.

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.

#### 10.15 Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

#### 10.16 Termination without Cause

The City may at any time, and for any reason, terminate this Contract by written Notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract.

In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination.

If the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

#### 10.17 Termination with Cause/Default/Cancellation

In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and

provisions herein with respect to opportunity to cure default shall not be applicable.

10.18 Non Appropriation – Availability of Funds

It is understood and agreed between the parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the City shall immediately notify Contractor of such occurrence and this

Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

10.19 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.

10.20 Controlling Law; Venue, Pending/During Litigation

This contract shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this contract, the parties agree to the exclusive jurisdiction and venue of the appropriate state court for the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The contractor shall not cause a delay in services because of pending litigation or during litigation proceedings, except with the express, written consent of the City or by written instruction/order from the Court.

10.21 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.

10.22 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.

# **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  
#2013-00058**

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



**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.

<b>Name and Address of Bidder:</b>	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: (    )	
Fax Phone Number: (    )	Title
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

**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