CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR HUMAN RESOURCES

REQUEST FOR PROPOSAL:

FLEXIBLE SPENDING
ACCOUNT PLAN ADMINISTRATION

RFP #17-17

Submittal Date: October 6, 2016 at 11:00 a.m.

SEPTEMBER 2016

Setti D. Warren, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #17-17

The City of Newton (City) invites sealed proposals from Contractors for:

FLEXIBLE SPENDING – ACCOUNT PLAN ADMINISTRATION

Proposals will be received until: **11:00 a.m., Thursday, October 6, 2016**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for proposals a list will be created of all proposers names received and will be posted to the City's website: **www.newtonma.gov/bids** .

Contract Documents will be available on line at **www.newtonma.gov/bids** .or for pickup at Newton City Hall, Room 201, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., September 15, 2016.**

There will be no charge for contract documents. Bid surety is not required with this bid.

Award will be made to the most advantageous proposer for **services** based on a Service Percentage. **Provision of services is required to start upon the execution of the contract, and to meet the renewal dates listed in our subscription list without gaps or overlaps in coverage.** The dollar value of the contract may be increased in accordance with M.G.L. c. 30B, §13 but in any event shall not be increased by an amount more than twenty five percent (25%) of the contract total.

The term of the awarded contract shall extend from January 1, 2017 through December 31, 2017 and may be renewed by the City for two (2) additional terms of 12-months each.

All proposals are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department, Newton, MA.

All proposals shall be submitted as follows: **one (1) ORIGINAL and two (2) COPIES of the Technical Proposal and one (1) ORIGINAL COPY of the Price Proposal.**

All City bids are available on the City's web site at **www.newtonma.gov/bids** . It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer
September 15, 2016

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL #17-17

FLEXIBLE SPENDING ACCOUNT PLAN ADMINISTRATION

DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for Flexible Spending Account Plan Administration for the City of Newton Human Resources Department, comparative judgments of technical factors, in addition to price, will be necessary. This proposal is being sought to insure that the best services available for flexible spending are received by the City and its employees at competitive costs.

INTRODUCTION

Services to be covered include assistance to the City of Newton Human Resources Department in the administration of a Flexible Spending Account (FSA) for eligible City of Newton employees. The Flexible Spending Account Plan will have two components: (i) a qualified health care reimbursement account component and (ii) dependent care assistance plan component. The City self-administers an insurance premium conversion plan, and this plan is excluded from this proposal request. The proposal request is for services only. The successful proposer cannot offer to City of Newton employees, directly or indirectly, any other financial service or product as a result of being awarded this contract. The names of City employees and those participating in the FSA cannot be used for solicitation purposes or sold. The administration of the flexible spending account shall consist in the adjudication and processing of claims and reimbursement of funds to participants who sign up for this plan.

A. GOVERNING LAW and DEADLINE FOR SUBMISSION: All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, § 6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459 **NO LATER THAN 11:00 a.m. October 6, 2016 . Proposals must be submitted in two separate sealed envelopes, one marked "Technical Proposal" the other marked "Price Proposal". Price Proposals shall NOT be submitted with Technical Proposal. Any Technical Proposal containing any part of a Price Proposal may be deemed non-responsive.**

One Original and two (2) copies of the Technical Proposal must be submitted in a sealed envelope, plainly marked:

Technical Proposal, RFP #17-17 - "Flexible Spending Account Plan Administration"
along with your company name on the front of the envelope.

Addenda must be acknowledged on theTechnical Proposal form. Any proposal without an acknowledgement on the Technical Proposal form may be rejected as non-responsive.

One (1) copy of the Price Proposal must be submitted in a sealed envelope, plainly marked:

Price Proposal, RFP #17-17 - "Flexible Spending Account Plan Administration"
along with your company name on the front of the envelope.

Faxed proposals shall not be accepted.

Proposals will not be opened publicly. Proposal contents will be kept confidential and not disclosed until after the evaluation and award. A listing of proposers will be available online at: **www.newtonma.gov/bids** .

The submission proposals must be addressed to:

City of Newton
Purchasing Dept. – Room 201

1000 Commonwealth Avenue
Newton, MA 02459

Proposals received after the deadline will not be considered. The name of all parties submitting proposals will be recorded but no proposal content will be made public until the City has completed the evaluation of the submittals.

B. QUESTIONS: Inquiries involving procedural or technical matters shall be in writing no later than **Friday, September 30, 2016 at 12:00 noon** to purchasing@newtonma.gov or faxed to:

City of Newton Purchasing Department
1000 Commonwealth Avenue
Newton, MA 02459
(617) 796-1227

C. EXAMINATION OF DOCUMENTS: Each proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information. Any questions must be submitted in writing to the Chief Procurement Officer at the above address, by email to **purchasing@newtonma.gov** or may be faxed to 617-796-1227.

D. EVALUATION OF PROPOSALS: The Technical proposals shall be evaluated by the Human Resources Department. They shall prepare their evaluation based on the criteria contained herein. An interview may be required as part of the evaluation of this proposal.

E. The contract award will be made within 30 days, only to a responsive and responsible proposer who is determined to be the most advantageous taking into consideration evaluative criteria and is capable of performing the services contemplated and meeting the minimum criteria set forth in the RFP. Each proposal will be screened in order to determine whether it meets all of the proposal submission requirements as described in the RFP.

THIS SPACE INTENTIONALLY LEFT BLANK

SCOPE OF WORK

PLAN TO BE COVERED:
A Flexible Spending Account Plan has been offered for the past fifteen years. The current administrator is Wage Works, Inc. The Flexible Spending Plan should accommodate all legally permissible categories of expenditure including, but not limited to, the following:

Qualified Health Care Reimbursement Account
- Medical Insurance Deductibles
- Co-payments
- Vision Care (eyeglasses, contact lenses, examinations)
- All medical procedures not covered by insurance
- All dental procedures not covered by insurance

Dependent Care Assistance Plan
- All expenses qualified under Sections 125 and 129 of the Internal Revenue Code, and any other Sections of the IRS code or other statute pertaining to payment of dependent care expenses on a pre-tax basis.

The City also has a premium only 125 plan, which is not included in this proposal.

COVERED EMPLOYEES:
- The City of Newton has twenty four hundred (2,400) benefits eligible employees.
- Most employees are included in one of seventeen collective bargaining units.
- All unions have bargained for this benefit.

CURRENT ENROLLMENT and COSTS:
The City currently has about 450 employees who participate in Flexible Spending. The City currently contracts with Wage Works, Inc. and pays $4.00 per person per month and an additional $0.50 per month for bene cards, and has no expenses for its annual renewal and no costs associated with discrimination testing. The City is exempt from ERISA and does not require the preparation of Form 5500.

SERVICES OUTLINE:
The successful bidder will:
1. Provide all necessary plan documents
2. Provide all descriptive literature
3. Receive and process all claims
4. Determine and administer employee reimbursements
5. Provide points of contact for employees to call regarding questions, information, etc.
6. Provide the City of Newton with reports necessary for the administration of the Flexible Spending Account Plan, including: 1) periodic reports by employee showing amounts credited to the employees account, the amount paid from the account, and the account balance; 2) an end-of-plan-year report showing, by employee, amounts left unexpended; and 3) other reports commonly provided
7. Provide individual subscribers with reports, at least twice per year, showing amounts credited to individual accounts, claims received, payments made, and account balance
8. Provide other reports, services, etc. typically required in the administration of Flexible Spending Account balance
9. Provide discrimination testing once a year

BACKGROUND INFORMATION:

In regard to #2 above the City prepares its own materials for distribution. The City needs 5 copies of the vendor's literature in order to prepare its materials. The City will work with the vendor to develop enrollment forms, direct deposit forms, etc. that are mutually acceptable. The literature can be 5 hard copies, or electronic copies, which the City can use to create hard copies. The City is not seeking customized literature.

In regard to #7 above, real time information provided on the vendor's website will fulfill this requirement.

Currently the City emails or faxes enrollment forms to the vendor after open enrollment. For open enrollment, the City emails a spreadsheet with participants' information. If the awarded vendor prefers a Word or Excel file, that can be arranged. The City will only accept one of these arrangements to set up the vendor's database.

The City has had different funding arrangements with different vendors over the years. With the current vendor, for each weekly and semi-monthly payroll, the City E-Mails the deduction register and sends the funds via ACH. In the past, the vendor notified the City of the approved claims each week, with a listing of employees and amounts to be paid, and the City sent an ACH transfer to the vendor.

INFORMATION TO BE SUBMITTED WITH PROPOSALS:

1. A list of at least six (6) client references with whom the proposer has had contracts over the last three current (3) years. Information should include a contact person and telephone number, and the date the contract began and ended. Identify all clients with twelve hundred (1200) or more employees.
2. A description of all services that would be provided by your company under this proposal. Do you have insurance and/or bonding of your staff to guarantee the safety of our funds? If so, to what extent are you insured and/or bonded?
3. Copies of sample reports regularly made to employers and employees and copies of reimbursement forms to be used by employees. What is the frequency of these reports? Also list the cost schedule for customized reports.
4. Please list the number of Flex Plans that your company services, and the average number of employees per plan. How many years has your company been providing this service?
5. A description of the communications system that you use to allow our employees to receive information on their Flex Plan(s). Include type of phone, Internet, or other network systems utilized, the hours live operators are available, and the hours that an automated or voice mail information system is available. What, if any, Internet access is available to either employees or employer? Can employees track their balances on-line?
6. Assurance that you have the personnel available to handle enrollment. Please provide a sample of your implementation schedule, enrollment procedures, and employee communication materials.
7. Do you do annual discrimination testing? How is it done?
8. Resumes of key personnel, who will direct, oversee and provide service for the City of Newton account.
9. Please indicate any reservations or qualifications you may have concerning the fulfillment of this proposal.
10. Cover/Transmittal sheet acknowledging any/all addendum.
11. Quotes on a debit card for enrollees.

END OF SECTION

MINIMUM CRITERIA

All proposals must have a section in their proposal labeled MINIMUM CRITERIA and must provide all necessary documentation as evidence that they meet each of the following minimum criteria in order to be considered for further evaluation:

1. Proposers must be in the business of administering Flexible Spending Account Plans and have at least five (5) years experience in such business.

2. Proposers must have experience administering Flexible Spending Account Plans for four (4) or more clients, all of which have twelve hundred (1200) or more employees.

COMPARATIVE EVALUATION CRITERIA (Listed in Order of Priority)

Proposals from contractors who meet or exceed the minimum criteria will be evaluated and rated on the basis of the following comparative criteria. The city reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

1.) The number of clients' employees.
- HA - Five or more clients with 1200 or more employees
- A - Four clients with 1200 or more employees
- NA - Less than four with 1200 or more employees or four clients but with less than 1200 employees
- U - Less than three clients with less than 1200 or more employees

2.) The number of years that the bidder has been administering Flexible Spending Plans.
- HA - Over Five years
- A - Five years
- NA - –Less than Five years
- U - Less than four years

3.) Processing of Dependent Care Claims.
- HA – Provides a method for participants to sign up once and not have to submit periodic receipts.
- A – Participants have to submit periodic receipts to receive payments.

4.) Turnaround time for processing properly submitted claims.
- HA - Claims are processed weekly
- A – Claims are processed every two weeks
- NA - Claims are processed once a month

5.) Number of days between receiving a properly submitted claim and member reimbursement.
- HA – Three of fewer business days
- A – More than three but within five business days
- NA – More than five but within seven business days
- U – More than seven business days

6.) Method of Data Transmission.
- HA - Accepts Data Transmission of weekly payroll deductions via e-mail.
- A - Accepts Data Transmission of weekly payroll deductions via fax.
- NA - Requires the City to modify electronic transmission of data files
- U - Does not accept data transmissions of weekly payroll deductions electronically

7.) Reference Checks.

HA – 2 or more of satisfied references were highly satisfied with customer service and claim payment time
A – All four references were satisfied with customer service and claim payment time
NA - 1 reference was not satisfied with customer service or claim payment time
U – 2 or more references were not satisfied with either customer service or claim payment time

8.) Live Customer Service personnel available for employees to seek help with claims and answers to questions.

HA - Live operators available for extended weekday business hours (such as 7am to 9pm) or partial weekend coverage (such as Saturdays 9am to 1pm)
A - Live operators available during normal business hours (Mon - Fri 8:30 a.m. to 5:00 p.m. EST).
NA - Automated answering system to a live customer service representative during normal business hours
U - Automated answering system to a voice mail system

PLAN COSTS

Proposers must quote the costs in all four categories listed in the pricing proposal provided in this package. Costs quoted should reflect the actual cost of services for each of the three years listed.

The initial start up costs should include costs associated with the preparation of the plan document, preparation of plan descriptive literature, and any other expenses associated with initial start up of the plan.

The monthly cost per person/per account should include costs associated with the receipt, accounting for, and disbursing of funds, reporting of all transactions in usual formats, client/ customer service, all normal reports, postage, and any other expenses associated with the provision and maintenance of employee accounts. The costs should also include a monthly fee for a debit card.

The annual renewal expenses should include the cost of processing all applications and setting up records for all enrollees at the beginning of the plan year, and all other expenses related to the annual enrollment.

The winning contractor must fund its operating costs and all claims either from monies collected or, if that is not sufficient, from its own funds. The City shall have no obligation to fund negative balances. Accordingly, a proposer's fee should reflect its credit risk if claims exceed expenses and/or payments. The contract's sole compensation hereunder shall be its per person fee.

CONTRACT PERIOD

The contract period shall be from **January 1, 2017 through December 31, 2017** with an option to renew for two (2) additional one-(1) year terms with no change to the proposal prices. This option is to be exercised at the sole discretion of the City.

CONFIDENTIALITY & OTHER CONDITIONS

Medical claims processing must be confidential, and no information shall be transmitted to the City of Newton, or any other party, except the employee, that indicates the nature of any claim without the written authorization of the employee. Notwithstanding the foregoing, the City of Newton or its designee shall have access to all records for the purpose of auditing reimbursements in the detection and prevention of fraud.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

PRICE PROPOSAL #17-17

A. The undersigned proposes to supply the services specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

FLEXIBLE SPENDING ACCOUNT PLAN ADMINISTRATION

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

B. This bid includes addenda number(s) _____, _____, _____, _____,

C. The proposed contract price is:

1. INITIAL ONE TIME START UP COST $_____

2. MONTHLY COST PER PERSON

	Unit Cost	Est. Qty*	Annual Cost for 2016	2017	2018
Health Care Acct.	$	500	12 months	$	$	$
Dependent Care Acct.	$	500	12 months	$	$	$
Other Costs -Debit Cards	$	500	12 months	$	$	$

3. ANNUAL RENEWAL EXPENSES **None** **$**_____ **$**_____

4. ANNUAL DISCRIMINATION TESTING **$**_____ **$**_____ **$**_____

TOTAL ANNUAL CONTRACT PRICE[1] **$**_____ **$**_____ **$**_____

(Please specify)
Please indicate if you charge separately if a person has both
Health Care & Dependent accounts Yes_____ No _____

COMPANY:_____

CONTACT:_____ **PHONE#**_____

[1] As proposers may provide different prices for different years, it may be necessary for purpose of comparing proposals for the City to discount bid amounts for future years in order to determine an aggregate present value bid amount. In the event the City elects to discount bid amounts for future years, it shall apply a discount rate of 4% per annum.

** The bid is based on estimated quantities, which are the City's best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit prices shall be those set forth above.*

D. The undersigned has completed and submits herewith the following documents:

- Bidders Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Signed Price Proposal, 2 pages
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page

E. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposalhas been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the

Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

_____
(Name of Bidder)

BY: _____

_____
(Printed Name and Title of Signatory)

_____
(Business Address)

_____
(City, State Zip)

_____
(Phone / FAX)

_____
(Email Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3 INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____

4. IS YOUR BUSINESS A **MBE**? _____YES _____NO **WBE**? _____YES _____NO or **MWBE**? _____YES _____NO

* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OFCOMPLETION:

_____
_____
_____
_____
_____

* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

_____
_____

* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

_____
_____

* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

_____
_____
_____
_____
_____
_____
_____

* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: ____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON:_____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?:_____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #:(____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

_____
(Signature of individual)

_____
Name of Business

City of Newton

Purchasing Department
Nicholas Read ✧ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Mayor
Setti D. Warren

Date

Vendor

Re: Debarment Letter for Invitation For Bid #17-17

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____ (Name)
_____ (Company)
_____ (Address)
_____ (Address)
PHONE _____ FAX _____
EMAIL _____

_____Signature

_____Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

X Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶** Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, in whole or in part, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.

2. Prices quoted must include delivery to the City , as specified on the Purchase Order.

3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.

4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.

5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.

6. The sucessful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Sellor.

7. The Sellor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.

8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.

9. Purchases made by the City are exempt from Federal excise taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.

10. If so stated in the Request for Proposal, the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).

11. If the Request for Proposal requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original proposal in the Office of the Purchasing Agent. Failure to do so will lead to rejection of proposal. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.

12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Sellor or Contractor and may result in an unenforceable claim.

13. The Sellor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.

14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the

City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

    Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for $2.00 plus $.65 postage.

17. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. ___

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Sixeen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

I. **SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's proposal the following item or items:

FLEXIBLE SPENDING ACCOUNT PLAN ADMINISTRATION

II. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:

a. This CITY-CONTRACTOR Agreement;

b. The City's Request for Proposal #17-17 issued by the Purchasing Department;

c. The Project Manual for Supply and Deliver **Flexible Spending Account Plan Administration** including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials;

d. Addenda Number(s) ____;

e. The Proposal Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;

f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;

g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its proposal was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

III. **PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

IV. **APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

V. **CONTRACT TERM**. The term of the awarded contract shall extend from **January 1, 2017 through December 31, 2017 and may be renewed by the City for two (2) additional terms of 12-months each.** Total payments under this contract shall not exceed $ _____unless the contract total has been increased by a duly executed change order. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

VI. **QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Proposal Response.

VII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.

VIII. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.

IX **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.

X. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.

XI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage, which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

XII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

XIII. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

XIV. INSPECTION. For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.

XV. ASSIGNMENT/SUB-CONTRACTING. The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

XVI. INSTALLATION. If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.

XVII. TERMINATION. The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Work or Purchase Order issued pursuant thereto in any one of the following circumstances:

a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;

b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

XVIII. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XIX. SEVERABILITY. The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XX. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By_____

Print Name_____

Title_____

Date_____

Affix Corp Seal Here

City funds in the amount of_____
are available in account number:

_____

I further certify that the Mayor, or his designee,
is authorized to execute contracts and approve
change orders.

By_____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By_____
Chief Procurement Officer

Date_____

By_____
Director Human Resources

Date_____

Approved as to Legal Form and Character

By_____
Associate City Solicitor

Date _____

CONTRACT APPROVED

By_____
Mayor *or his designee*

Date_____

CERTIFICATE OF AUTHORITY – CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds**.)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

_____ _____

Signature of Individual (Mandatory) * Contractor's Social Security Number (Voluntary) or Federal Identification Number

Print Name: _____ Date: _____

OR

_____

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.