



Wells Fargo Insurance Services USA, Inc.

Request for Proposal For VOLUNTARY BENEFITS

On Behalf of the Employees of the
Town of Leesburg



Issue Date March 12, 2013

RFP NUMBER: 100170-FY13-07

PROPOSAL DUE DATE: March 29, 2013, 3:00 PM

MAILING ADDRESS AND
TECHNICAL CONTACT: Celeste Kane
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Wells Fargo Insurance Services USA, Inc.
9020 Stony Point Parkway
Richmond, VA 23235
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PROCUREMENT CONTRACT: Kathy S. Elgin, CPPO
Chief Procurement Officer
Phone 703-737-7176
E-mail: kelgin@leesburgva.gov

NOTICE OF ADDENDA: Any addenda to this RFP will be posted on the Town's bid board and will only be emailed to those firms who have downloaded the RFP from this site. It is the firm's responsibility to provide a correct email address, and to be aware of any addenda.

TABLE OF CONTENTS: **PAGE**

I. PURPOSE.....3

II. BACKGROUND3

III. SCOPE OF WORK.....3

IV. SUBMITTAL INSTRUCTIONS AND EVALUATION/AWARD PROCESS.....5

V. GENERAL TERMS AND CONDITIONS6

VII. SAMPLE CONTRACT11

VI. EXHIBITS14

- Exhibit A-1 – Questionnaire (see separate Excel document)
- Exhibit B – RFP Submission Form
- Exhibit C – Census Data (available upon request to celeste.kane@wellsfargo.com)

I. PURPOSE

Wells Fargo Insurance Services is requesting proposals on behalf of the Town of Leesburg, VA to provide voluntary benefits for its employees. The intent of this RFP is to: conduct a comprehensive competitive evaluation to support the selection of carriers providing voluntary benefit that are Best in Class and competitive with the marketplace in benefit design, network access, enrollment services and cost; and, provide enhanced communication and enrollment services for both core and voluntary benefits.

II. BACKGROUND

The Town of Leesburg currently offers payroll deduction for some voluntary benefits. The issuance of this RFP reflects their desire to take a more strategic approach to worksite benefits through a value-based competitive marketing campaign. Utilizing the services of Wells Fargo Insurance Services, the Town's Broker of Record, the following contracts are anticipated:

1. Town of Leesburg to contract with one or more insurance companies to provide various voluntary benefits. Compensation will be strictly employee based and will occur through payroll deductions.
2. Wells Fargo Insurance Services to hire and compensate a firm that will perform consolidated billing services and enrollment services. Compensation occurs strictly from commissions approved by the state and will be paid by the insurance carrier(s).

The current primary offerings include accident, cancer, critical care, and long-term care. Limited information is available on the specifics of the current policies for which payroll deductions are being made. The Town employs approximately 325 eligible employees. Refer to the census for demographic information.

Brokerage and consulting services are **NOT** a part of this RFP – These services will be provided by the Town's current employee benefit consultant, Greg Snow, and all commissions will be payable to Wells Fargo Insurance Services. There is no role for any other broker or consultant in the delivery of these benefits and related services.

III. SCOPE OF WORK

1. **Benefit Requirements (Town's Contract):**
 - A. **Policy Types** - The selected carrier shall provide insurance policies (either group or individual) for one or more of the following lines of coverage: permanent life insurance, accident insurance, and critical illness. Each carrier must conduct individual underwriting for all amounts above guaranteed issue limits.
 - B. **Technology** - The selected carrier(s) must provide electronic data files in an acceptable format to the vendor who will be providing consolidated billing services for the Town. If the selected carrier is not implemented on

the billing vendor's platform, the carrier will be responsible for paying set up charges and dedicating an implementation team.

- C. **Enrollment** - The selected carrier(s) will be the sole carrier(s) authorized to market voluntary worksite benefits to Town employees going forward and for whom payroll deductions will be made. Marketing will be administered through the Enrollment Counselor.

It is anticipated that there will be an annual enrollment each summer, and that new employees hired during the year will have the opportunity to enroll.

Each carrier will be required to offer portability with direct bill.

Payroll deductions will continue effective July 1st for any current carriers who are not selected through this competitive bid process.

- D. **Communications** - The selected carrier(s) will be expected to defray the cost of the production and printing of professional communications developed by the Enrollment Counselor. The carrier(s) will also be required to provide representatives to train the enrollment staff.
- E. **Account management support** - The Town will require a dedicated account executive as well as a dedicated billing analyst.

2. **Consolidated Billing and Enrollment Services Includes (Wells Fargo's Contract):**

- A. This firm that will be responsible for all aspects of enrolling and billing employees for core and voluntary benefits offered by the Town. This firm will be a top national enrollment firm with extensive experience with public entities. Selection and compensation of this firm will be by Wells Fargo Insurance Services.
- B. **Services** - Consolidated billing services will include marketing, employee education, eligibility verification, enrollment, employee billing, management reporting and overall administration. Billing will include ongoing deduction changes and termination files. The one-on-ones enrollment sessions will be mandatory, and when fully implemented, will enroll both core and voluntary benefits.

The contractor must provide laptops to be utilized for the worksite enrollment, capable of recording the elections for all carriers' benefit offerings. The selected contractor(s) will also be expected to defray the cost of the core/worksite enrollment technology platform and for consolidated billing services. Contractor will proactively pursue those for whom payroll deductions stop.

Educational sessions will be onsite with call center back up.

- B. Communications - Provide both creative services and printing of communication materials. Wells Fargo Insurance Services will also oversee the creative development and printing of professional communications to showcase both the core and voluntary benefits.
 - C. Account management support - Wells Fargo Insurance Services will require a dedicated account executive as well as a dedicated billing analyst.
 - D. The Contractor will be expected to defray a portion of the cost of implementing the consolidated billing and contributing to a communications budget.
3. Contract Term – The Town intends to enter into an annual contract with a July 1, 2013 plan effective date. Upon mutual agreement of both parties, this contract may be renewed for up to four consecutive additional like terms. The initial enrollment is expected to occur in May 2013.

IV. SUBMITTAL INSTRUCTIONS AND EVALUATION/AWARD PROCESS

1. **Submittal Instructions** - Offerors are strongly encouraged to read the terms and conditions carefully prior to the submission of a proposal. The offeror must comply with all requirements stated.

Celeste Kane, Wells Fargo Insurance Services, Inc. must receive two (2) paper copies and one (1) electronic copy of the proposal at the address specified on the cover page of this RFP no later than the due date specified on the cover page of this RFP or noticed by subsequent Addenda. Late proposals will not be accepted.

Each firm assumes full responsibility for the delivery of the completed proposal to the Wells Fargo on or before the deadline for submission. The Town is not responsible for any loss or delay with respect to the delivery of the proposals. Telephone, fax, electronic and verbal offers will not be accepted.

All exhibits must be completed in their entirety, and all documentation noted below must be included. Electronic copies should be in Word, Excel, pdf or jpg format. An incomplete submission may be deemed sufficient cause for disqualification of a proposal from further consideration.

The following documents must be completed and returned with your proposal:

- Exhibit A – Questionnaire (includes 4 worksheets)
- Detailed proposal for each line of coverage
- Resumes for the assigned client relationship and account manager(s)
- Specimen reporting

Proposal Binding for One Hundred and Twenty (120) Days - Offeror agrees that this proposal shall be valid and may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date.

2. **Evaluation Process** - After determining that a proposal satisfies the mandatory requirements stated in the RFP, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using both quantitative standards and subjective judgment. The award of a contract resulting from this RFP shall be based on the best proposal received in accordance with the evaluation criteria listed below.

Proposals will be evaluated according to the following criteria, at a minimum:

Criteria
Experience, expertise, and reliability
Benefit design & value (Special consideration will be given for the most favorable underwriting terms.)
Plan administration and services
Financial/Costs

After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.

The Town of Leesburg reserves the right to consider historic information and fact, whether gained from the offeror's proposal, question and answer conferences, references, or any other source, in the evaluation process. The Town is under no obligation to award to the lowest cost proposal, but will instead apply the weighted criteria. For evaluation purposes, the current number of covered employees and retirees, as reflected in the census data, will be utilized to compute and evaluate the total cost.

The following informational documents will assist in your RFP response:
 Exhibit C - Census Data (**issued upon request to celeste.kane@wellsfargo.com**)

3. **Contract Award**

The joint recommendation of Wells Fargo Insurance Services and Town of Leesburg staff will be presented to the Town Manager, who upon approval will forward to the Town Council for award.

The award of a contract shall be at the sole discretion of the Town.

The contents of the proposal submitted by the successful firm and this RFP shall become a part of any contract awarded pursuant to this solicitation. The successful firm shall be expected to sign a contract with the Town similar to that

attached herein. Upon mutual agreement of both parties, additional terms and provisions may be included in the contract.

V. GENERAL TERMS AND CONDITIONS

1. **Late Proposals** – Proposals received after the time specified in IV.1 will not be accepted and will be returned unopened, provided a return address is visible.
2. **Acceptance or Rejection of Proposals** – The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive minor informalities in the process of awarding this contract.
3. **Competition Intended** – It is the Town’s intent that this request for proposals permits competition. It shall be the Offeror’s responsibility to advise the Purchasing Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Purchasing Officer must receive such notification at least ten (10) days before the due date.
4. **Understanding of Specifications** - Offerors shall thoroughly examine and be familiar with the Town specifications. The failure or omission of any Offeror to receive or examine this document shall in no way relieve any Offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
5. **Exceptions To Specifications** - Offerors taking exception to any part or section of these specifications shall indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the Offeror’s intent not to fully comply with the specifications as written. Conditional or qualified proposals are subject to rejection in whole or in part.
6. **Inquiries/Comments Concerning Specifications** - Questions concerning this RFP must be made in writing to Wells Fargo Insurance Services, Celeste Kane, 9020 Stony Point Parkway, Suite 200, Richmond, VA 23235, PH: (804) 267-3160, FAX: (804) 330-1386, or via email at celeste.kane@wellsfargo.com. Questions must be received by no later than five days before the proposal due date.

Addendums or clarifications to the specifications will be in the form of a written addendum and will be posted on the Town’s website. **It is the Offerors responsibility to obtain all addenda from the Town’s website: www.leesburgva.gov** . Such addenda will become part of the contract documents. Verbal instructions are not binding and will not form a part of the proposal documents.

7. **ADA Reasonable Accommodation Clause** – If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Purchasing Officer at least ten (10) days before the proposal due date.

8. **Costs Incurred in Responding** – This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals, or to procure or contract for services defined herein.
9. **Employment Discrimination Prohibited** - 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 or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. 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 the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

10. **Disposition of Proposals** – All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 11. “Disclosure: Trade Secrets and Proprietary Information”.
11. **Disclosure: Trade Secrets and Proprietary Information** – In compliance with the Town’s Procurement Policies, all proposals will be available for public inspection. Trade secrets and proprietary information submitted by a vendor in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protection of this section before or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.
12. **Laws and Regulations** – The Offeror’s attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

13. **License Requirement** – All firms doing business for the Town are required to be licensed in accordance with the Town’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone **703-771-2717**. Indicate the BPOL license number on the proposal form.
14. **Ethics in Public Contracting** – The Offeror agrees that it will adhere to Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Public Procurement Act.
15. **Safety** – All contractors and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
16. **Termination** – Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the other party. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

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

Termination for Cause – Termination by the Town for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event of default by the Offeror, we reserve the right to procure the commodities and/or services from other sources, and hold the Offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of commodities and/or service not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

17. **Non-Assignment of Contract** – The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Purchasing Officer, such permission not to be unreasonably withheld.
18. **Use by other Localities** - 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(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Leesburg acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any 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.

Other public bodies desiring to use this contract must 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’s terms and conditions. If, when preparing such a contract, the general terms and conditions of the public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

The Town of Leesburg 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.

19. **Modification of the Contract.** – This contract may be modified by approved change order signed by both parties in accordance with the VPPA.
20. **Discrimination Prohibited; Participation of Small and Minority-Owned Business.** The Town shall not discriminate against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
21. **Drug-free Workplace to be Maintained by Contractor; Required Contract Provisions.** -- All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is

prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the 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 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.

22. **Collusion Among Offerors** - More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an Offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the Offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the Offerors. Participants in such collusion may not be considered in future proposals for the same work. Each Offeror, by submitting a proposal, certifies that it is not a party to any collusive action.
23. **Town Employees** - No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.
24. **Qualification of Offerors** - Each Offeror may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the Offeror may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the Offeror’s qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.
25. **Liability** - The successful Offeror will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful Offeror that make performance impossible or illegal, unless otherwise specified in the agreement.
26. **Expenses Incurred In Preparing Proposal** - The Town accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the Offeror.
27. **Protest Of Award Or Decision To Award** - An Offeror may protest an award or decision to award a contract under procedures as set forth in the VPPA.

28. **Ethics In Public Contracting** - This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Purchasing Policy. **ADDITIONAL INFORMATION** - Questions regarding these specifications must be in writing and submitted to the Recreation Facilities Manager. Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal amendment only.
29. **Faith-Based Organizations** – The Town of Leesburg does not discriminate against faith-based organizations.
30. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Town of Leesburg. At such time, the Town of Leesburg reserves the right at its sole discretion to either cancel or re-affirm the contract.
31. If approved by the Town of Leesburg in writing, the contractor may subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Town and to ensure that the Town is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to those matters described in the contract.
32. The contractor shall expressly assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a sub-contractor to provide any of the services in the contract shall in no way relieve the contractor of the responsibility for providing the services as described and set forth herein.

VIII. SAMPLE CONTRACT

CONTRACT NO. 100170-FY13-06
VOLUNTARY BENEFITS

This **CONTRACT** (the “**CONTRACT**”) is made this _____ day of _____, 20_____, by and between the **TOWN OF LEESBURG, VIRGINIA** (the “**TOWN**”), a municipal corporation, and _____, a _____ having a usual place of business at _____ (the “**CONTRACTOR**”).

The Contractor and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. **Provision of Services.** The **CONTRACTOR** hereby agrees to provide the following services to the **TOWN**:

2. **Contract Documents.** The Contract Documents consist of this Contract, the RFP, the Town Purchase Order and the _____ proposal, dated _____. Where the terms of this Contract and the **CONTRACTOR**’s proposal are at variance, the provisions of this Contract shall prevail.

3. **Contract Term.** The term of this Contract shall consist of the period _____.

4. **Contract Amount.** In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor within thirty (30) days after receipt of a proper invoice for the amount of payment due or thirty (30) days after receipt of services, whichever is later, and in accordance with paragraph numbered 5 of this Contract.

The total project cost shall not exceed \$_____.

5. **Method of Payment.** The Contractor shall submit invoices to the Town for work completed with all supporting documentation and shall be reimbursed in accordance with the progress payment schedule shown below.

[Progress Payment schedule]

Payment will be made upon receipt of an invoice, which details the services performed. The invoice must be mailed to the address specified below and must reference the purchase order number.

Human Resources/Payroll, Town of Leesburg, 25 W. Market St, Leesburg, VA 20176

6. **Applicable Law and Courts.** This contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Loudoun County. The Contractor shall comply with applicable federal, state and local laws and regulations.

7. **Assignment of Contract.** This Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Town.
8. **Audit.** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
9. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town.
10. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:
 1. For TOWN:
 2. For CONTRACTOR:

The parties may amend such addresses by written notice to the opposite party at the given address.

11. **Termination by Town without Cause.** The Town may terminate this Contract for any reason upon thirty (30) days notice and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract.
12. **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 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 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.

13. **Integration Clause.** This contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto related to the subject of this Contract.

14. **Anti-Discrimination.**

- A. During the performance of a contract, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

In witness whereof, the parties below execute this Contract as of the date first above written.

TOWN OF LEESBURG

[ENTER NAME OF CONTRACTOR]

AUTHORIZED SIGNATURE _____
 NAME _____
 TITLE _____
 DATE _____

AUTHORIZED SIGNATURE _____
 NAME _____
 TITLE _____
 DATE _____

Exhibit B
RFP SUBMISSION FORM

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____
Address _____
Contact Person _____ Title _____
Telephone No. _____ Fax No. _____ Email _____
Organized under the laws of the State of _____
Principal place of business at _____
Federal Id Number _____ Registered Agent _____

Following are the names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

The Town of Leesburg requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____
Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL