



TOWN OF LEESBURG, VIRGINIA

**INSURANCE CONSULTING SERVICES
PROPERTY, LIABILITY, LODA, WORKERS COMPENSATION**

REQUEST FOR PROPOSAL NO. 100161-FY15-01

Issue Date: APRIL 1, 2014

Due Date:	May 1, 2014 3:00 PM
Delivery Address:	25 W. Market St. Leesburg, VA 20176
Purchasing Contact:	Kathy S. Elgin, CPPO Chief Procurement Officer Email: kelgin@leesburgva.gov

In order to receive subsequent addenda's pertaining to this RFP, you must register on the Town of Leesburg Bid Board located at www.leesburgva.gov/bidboard for this specific solicitation. Addenda's will be emailed to those registered through this process and will be posted to the Bid Board.

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I. GENERAL INFORMATION AND BACKGROUND

The Town of Leesburg is requesting proposals from qualified firms to provide Insurance Consulting Services to the Town. This RFP is specifically to address the need for services for property, liability, LODA, Workers Compensation and other similar insurances

Currently, the Town contracts with McNeary Insurance Consultants in Richmond, VA to provide this service. The Town's General Commercial Liability is provided by the Virginia Municipal League Insurance Programs (VMLIP) and is fully insured. This insurance was last bid in the spring 2012.

The Town's proposed FY15 operating budget is approximately \$62M.

The Town has approximately 350 employees and 20 Retirees. The Town has both a water and sewer utility, a parks and recreation facility, an airport, a genealogy library and a police department. The Police department has 80 sworn officers.

Current Property and liability coverage, deductibles and premiums are shown in Section X herein.

II. CONTRACT PERIOD AND AWARD

The initial period for the resulting contract is expected to be for one (1) year with up to four (4) additional one-year term renewals upon mutual agreement of both parties. Cost for the initial contract term shall be a firm fixed price negotiated with the selected contractor. Cost adjustments may be negotiated annually for subsequent contract terms. Negotiated cost increases shall not exceed 3% during any renewal term.

III. SCOPE OF SERVICES

1. GENERAL

- A. Provide the Town with consulting services described below. These services are to be included in the Annual Fixed Price Fee.
- B. Performed additional Task Order type services to the Town on a preapproved, as needed basis. In these situations, a written proposal to include the scope of work, timelines, project team identification and fee will be completed and submitted to the Town prior to commencement of the work. Upon acceptance by the Town, the written proposal will become the Task Order and will affectively serve as a change or addition to the contract.

2. INSURANCE CONSULTING SERVICES TO INCLUDE:

- A. Workers Compensation Insurance

1) Recurring Services

- * Assist with analysis of historical data and trends. Prepare Incurred But Not Reported (Claims) (IBNR) reports (Workers' Compensation and/or Liability).
- * Annual review and consultation related to coverage limits, deductibles, self funding limits, exposures, etc.
- * Annual review of prospective funding and underwriting renewal analysis including but not limited to the examination of claims experience, administrative services, legislative updates, network discounts, billing rate tiers and cost allocation, customer service and communications resulting in effective and constructive negotiations with vendors.

C. Commercial Liability and Property Insurance

1) Recurring Services

- * Assist with analysis of historical data and trends. Prepare Incurred But Not Reported (Claims) (IBNR) reports (Workers' Compensation and/or Liability).
- * Annual review and consultation related to coverage limits, deductibles, self funding limits, exposures, etc.
- * Annual review of prospective funding and underwriting renewal analysis including but not limited to the examination of claims experience, administrative services, legislative updates, network discounts, billing rate tiers and cost allocation, customer service and communications resulting in effective and constructive negotiations with vendors.

3. Risk Management services to include:

A. Recurring Services

- 1) Review all renewal policies and prepare an annual report by January 31, describing: coverage policies in force; an evaluation of the Town's overall insurance programs; a forecast of market conditions and renewal costs; a list of recommendations outlining options to minimize costs without sacrificing coverage for potential catastrophic loss which will include an analysis of risk financing options, including self-insurance.

- 2) Annually assess the insurance companies stability, solvency and service records
- 3) Provide "hands on" assistance in negotiating and managing renewals of individual coverage policies;
- 4) Answer specific insurance questions and provide coverage advise for specific situations, as requested, by designated Town staff;
- 5) Dissemination of news items, materials, and other information on key insurance industry developments. Provide information on client seminars, market reviews, industry group meetings and focus groups.
- 6) Review of loss runs for workers' compensation, auto and general liability coverages on a quarterly basis and make observations and suggestions where required;
- 7) Ongoing risk/loss exposure identification, with suggestions for appropriate insurance and non-insurance treatment;
- 8) Audit all policies, endorsements, rating adjustments, etc.
- 9) Meetings, at least semi-annually, with designated personnel, to discuss insurance coverages and exposure aspects relative to specific types of operations;
- 10) Continuous contact and discussion with insurance provider in an effort to maximize coverage and minimize cost of the insurance product;
- 11) Review the experience modification factor worksheet provided by VMGSIA for errors.
- 12) Assistance and input in the area of claim reporting, handling, and settlement;
- 13) Making certain that Client's interest is represented by checking insurance carrier audits of payrolls, receipts, etc., and in response to insurance carrier engineering recommendations;
- 14) Assistance in management of the insurance program through advance premium indication/coverage changes provided by carrier approximately six months prior to individual policy expiration; and
- 15) Provide advice in the area of safety and loss control.

- 16) Review of Certificates of Insurance provided by vendors and suppliers to the Town (some of these name The Town as an additional insured party); analysis of risk transfer options including indemnity agreements with Town vendors and contractors.
- 17) Upon request, provide timely, written interpretation of coverage.
- 18) Represent Town in communications with carriers regarding coverage issues.
- 19) When requested, assist in ascertaining replacement cost value for property.
- 20) Assisting in the settlements of disputes between the Town and the Town's insurers.
- 21) Review reserves on specific claims.

B. Task Order Services

- 1) Provide expert witness testimony and assistance as needed with legal actions as they relate to insurance and or benefit matters.
- 2) Provide periodic review of existing standard construction contract insurance requirements, and other risk exposures as required.
- 3) Provide other services as required. Any such services provided beyond those indicated in statement of needs shall be negotiated as to cost and invoiced separately.

3. CONTRACTOR WILL:

- A. Maintain the confidentiality of all financial data and proprietary information of the Town.
- B. Perform services as an independent contractor and agrees that neither it nor any of its employees shall represent that they are general agents or employees of the Town.
- C. Maintain have and maintain the following minimum qualifications:
 - 1) The consultant must not either sell or underwrite any line of commercial or personal insurance.
 - 2) Two qualified principals or staff each with a minimum of five years experience in risk management consultant services designated as Town of Leesburg representatives, with a CIC, CEBS, CPCU or ARM designation, or equivalents.

- 3) The consultant shall provide evidence of professional liability insurance with a minimum limit of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 4) Submission of a minimum of three references from clients for whom risk management services for property and casualty were provided during the past two years with an insurance portfolio cost exceeding \$700,000. Submission of a minimum of three references from clients for whom employee benefit services were provided where the program costs exceed \$3,000,000.

IV. PROPOSAL FORMAT

Proposals are to be submitted in a format, which allows uniform review and easy access to information, by the evaluation committee. The items to be addressed in the proposal are listed below. All proposals shall provide a delineation of capabilities to satisfy the requirements of this request. Proposals, inclusive of all required submissions should be no longer than 25 double sided pages.

- A. RFP Submission Form
- B. Introductory letter of interest
- B. Project approach
- C. Statement of Qualifications
- D. The staffing of the firm and your firm's approach to ensure quality control and completion of all projects within the time frame set forth.
- E. Client references. Provide five recent client references, including the name of the Jurisdiction, address and telephone number and contact person along with a brief description of the scope of services provided. Services provided must have been similar in nature to that being requested herein and should include 2 or more clients for whom Health Insurance bidding services have been performed in the last 2 years.
- F. Cost proposal – The Cost proposal is to include two primary elements. The first element is an annual not to exceed fee proposal. This section must include a proposed fixed annual fee along with a detailed description of the number of hours your firm believes necessary to complete the Recurring Tasks identified above.

Section two is to include the hourly rates of key individuals that would most probably be called upon to complete the Task Order Services described. An estimated work plan including the number of hours anticipated for a complete review, analysis and rebid of the Town's Property and Liability Insurance is to be included in this section.

V. EVALUATION OF PROPOSALS/SELECTION CRITERIA

An Evaluation Team will review the proposals based on the criteria set forth below. The Town intends to award this contract based on the competitive negotiation process as outlined in the Virginia Public Procurement Act – Section 2.2-4301.3.b. Procurement of other than professional services.

Negotiations may be conducted with one or more offerors. After negotiations the Town shall select the offeror deemed best suited to serve the interest of the Town.

EVALUATION CRITERIA

The following criteria will be used in the evaluating the proposals and developing a short list of qualified firms.

- A. General understanding of the project, the firms proposed approach to insurance consulting services and their demonstrated solutions to achieving cost-effective solutions that will meet all project requirements.
- B. Qualifications of the assigned account representatives and the overall team organization. Demonstrated experience with Virginia municipalities is preferred.
- C. General capabilities, experience and resources of the firm or team in required areas, and key personnel. Demonstrated bidding of like Insurances for local governments similar in size to the Town is preferred.
- D. References
- E. Cost

VI. TERMS AND CONDITIONS

- A. **REJECTION OF PROPOSALS** - The town reserves the right to reject any or all proposals, to waive any informality in any proposals or reject any item or combination of items.
- B. **CONTRACT EXECUTION** - In the event that the offeror to whom the proposal is awarded does not execute a contract within 30 days after the award of proposal, the town may give notice to such offeror of intent to award the proposal to the next most qualified offeror, or to call for new proposals, and may proceed accordingly.

The contents of the proposal submitted by the successful firm and this RFQ shall become part of any contract awarded as a result of these specifications. The successful firm shall be expected to sign a contract with the town, a copy of which

is enclosed. Any exceptions to this contract must be clearly noted in your proposal.

- C. INQUIRIES - All inquiries concerning this RFQ must be directed to the Purchasing Contact specified on the cover page at least 5 days prior to the advertised due date.
- D. UNDERSTANDING OF RFQ - Offerors shall thoroughly examine and be familiar with the RFQ. 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.
- E. ASSIGNMENT OF CONTRACT - The firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein or its power to execute such contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the consent and approval in writing by the Town.
- F. EXCEPTIONS TO RFQ – Offerors taking exception to any part or section of this RFQ shall clearly indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the offeror’s intent to fully comply with the RFQ as written. Conditional or qualified proposals are subject to rejection in whole or in part.
- G. LAWS AND REGULATIONS – It shall be understood and agreed that any contract awarded on this proposal shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in a court within the Commonwealth of Virginia.
- H. 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 and the attached RFQ Submission Form, certifies that it is not a party to any collusive action.
- I. TOWN EMPLOYEES – No employee of the Town of Leesburg, Virginia, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.
- J. 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.

- K. **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.
- L. **RELATION TO TOWN** – It is the intent of the parties hereto that the successful offeror shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the town and that these bodies shall be at no time legally responsible for any negligence on the part of said successful offeror, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
- M. **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.
- N. **OFFEROR RESPONSIBILITY** – Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Before submitting a proposal, each offeror shall make all investigations and examinations necessary to verify any representations made by the Town that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.
- O. **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 Town of Leesburg Procurement Policy.
- P. **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, the Virginia Public Procurement Act, Chapter 7 of Title 11 of the Code of Virginia, as amended, and the Town of Leesburg Procurement Policy.

Q. **INSURANCE REQUIREMENTS** – Contractor shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Contractor shall also carry automobile insurance in an amount not less than \$1,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy.

Contractor shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia.

In addition, contractor shall also carry other insurance coverage deemed by the town to be appropriate to his agreement.

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better.

A Certificate of Insurance identifying coverage and naming the Town of Leesburg as additional insured shall be furnished to the town. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the town.

R. **BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE (BPOL)** – All firms doing business for the Town of Leesburg 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, Virginia are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone 703-771-2715. The BPOL license number must be indicated on the pricing page of this Invitation for Bid. Town Code, Leesburg, Virginia, Sec. 17-163. License requirement.

S. **EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED** – Every contract in excess of \$10,000 shall include the following provisions:

a. During the performance of a contract, the Contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, status as a service disabled veteran, 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.

T. FAITH BASED ORGANIZATIONS – The Town of Leesburg does not discriminate against faith-based organizations.

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

VII. SUBMITTAL INSTRUCTIONS

A. One (1) original and five (5) copies of the proposal must be received by the Chief Procurement Officer at the address specified on the cover page not later than the advertised proposal due date.

Proposals must be placed in a sealed envelope bearing the name of the offeror, the offerors address and the title and due date of the proposal. The proposal shall be signed in the name of the offeror and bear the signature of the person duly authorized to bind the firm in a contract. The name, address, and phone number of the point of contact shall be identified.

B. LATE PROPOSALS - It is the responsibility of the offeror to insure that the proposal arrives on time and at the proper location. Late proposals will not be considered.

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

CONTRACT NO. { SOLICITATION NUMBER; SOLICITATION NAME }

This CONTRACT (the "CONTRACT") is made this {DATE}th day of {MONTH} 20__, by and between the TOWN OF LEESBURG, VIRGINIA (the "TOWN"), a municipal corporation, and {COMPANY NAME}, a {TYPE OF BUSINESS} having a usual place of business at {ADDRESS} (the "CONSULTANT").

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

1. **Services and Schedules.** Consultant agrees to provide to Town consulting services ("Services"), as set forth on consecutively numbered schedules executed hereunder, from time to time, by the parties ("Schedules"). Each Schedule shall be reference this Agreement and incorporate these terms and conditions therein.
2. **Personnel and Management**
 - (a) Personnel. Consultant warrants that all Consultant personnel ("Personnel") shall have the skills, knowledge, training, expertise and background necessary to perform the tasks assigned; shall be in compliance with all immigration laws; and shall be legally qualified to work and receive compensation in the United States. Personnel shall observe the working hours and policies of the Town if they are working on Town' premises. Consultant shall be solely responsible for payment of all wages, benefits, worker's compensation, disability benefits, unemployment insurance and withholding income taxes/social security for its employees, in accordance with applicable federal, state and local law. Consultant is an independent Consultant. Neither Consultant nor its Personnel are, or shall be deemed for any purpose to be, employees of Town. Independent contractor agrees that neither it nor any of its employees shall represent that they are general agents or employees of the Town.
 - (b) Management. Town shall designate a representative ("Town Project Manager") in the applicable Schedule, to act upon Town's behalf. Town will have the right to approve all Personnel selection and may examine Personnel resumes, upon request. Town may have any Personnel removed and/or replaced at any time, upon request. Town may terminate any Schedule without further liability, upon written notice to Consultant. Consultant shall provide to the Town Project Manager status reports, upon request, which shall detail project status and provide completion estimates.
3. **Performance of Services.** Consultant warrants that the Services shall be performed in a good and professional manner and shall conform to the specifications set forth in the applicable Schedule. In the event of nonconformity with agreed upon specifications, Town shall notify Consultant of any non-conformity and Consultant shall be given reasonable time to cure. In the event such Services and/or deliverables fail to conform with applicable specifications within thirty (30) days following such notice of non-conformity (or as otherwise agreed), Town shall have the option to (a) terminate the

applicable Schedule for a refund of any amounts paid for such non-conforming Services and/or deliverables or (b) continue to allow Consultant time to cure, with the reservation of rights to terminate thereafter.

4. **Contract Documents.** The Contract Documents consist of this Contract, the Town's {TYPE OF SOLICITATION, SOLICITATION NUMBER} , the Town Purchase Order and {FIRMS NAME} proposal, dated {DATE OF FIRMS PROPOSAL}. Where the terms of this Contract and the Consultant's proposal are at variance, the provisions of this Contract shall prevail.
5. **Term and Termination.** This Agreement shall commence on {DATE} and shall end on {DATE}, unless and until terminated in accordance with the provisions of this Agreement. Upon mutual agreement of both parties, this contract can be renewed for up to four additional one-year periods.

Either party will be in default and the non-defaulting party will have the right to terminate this Agreement and/or any applicable Schedule, and exercise any remedy existing at law or in equity, upon written notice to the defaulting party, if the defaulting party fails to comply with any of its material obligations hereunder, and the breach remains uncured for more than fifteen (15) days following such party's receipt of written notice of such breach. In the absence of a material breach, Town may terminate this Agreement or any Schedule without cause upon fifteen (15) days prior written notice. In such case, Town agrees to pay Consultant all applicable fees for all Services performed and costs incurred, with Town' approval, up to the effective date of termination, provided Consultant has delivered to Town all of the Services and/or deliverables which correspond to the amounts payable.

6. **Fees, Expenses, Records and Taxes**

- (a) Fees and Expenses. Services shall be provided at the rate(s) set forth in the applicable Schedule. Consultant will invoice Town, to the attention of the Town Project Manager, every four (4) weeks in arrears for Services provided, or as otherwise set forth in the Schedule. Invoices shall also include a detailed description of reasonable expenses incurred by Consultant in furtherance of the Services hereunder, provided such expenses were incurred with Town' prior written consent, and copies of applicable time reports and any supporting documentation of reported fees and expenses. The invoice must be mailed to the address specified below and must reference the purchase order number.

Town of Leesburg, Attn: {USER DEPARTMENT}, 25 W Market St., Leesburg, VA 20176

The payment terms are Net 30 days from the date of approved invoice or completion of services, whichever is later.

The total project cost shall not exceed {CONTRACT AMOUNT}.

- (b) Records. Consultant shall maintain complete and accurate records to substantiate Consultant's fees and expenses hereunder 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.
7. **Proprietary Rights.** All Services performed hereunder and any deliverables developed or prepared for Town by Consultant (whether or not completed), are proprietary to Town and all title and interest therein shall vest in Town and shall be deemed a work made for hire. To the extent that title to any such works may not, by operation of law, vest in Town or such works may not be considered works for hire, all rights, title and interest therein are hereby irrevocably assigned to Town. All such deliverables shall belong exclusively to Town, and Town shall have the right to obtain and to hold in its name all copyrights, registrations or such other protection as may be appropriate to the subject matter, including any extensions and renewals thereof. Consultant agrees to give Town or any entity designated by Town reasonable assistance, at Town's expense, to perfect the rights defined in this Paragraph. Unless otherwise requested by Town, upon the completion of the Services or upon the earlier termination of such Schedule, Consultant shall immediately turn over to Town all materials and deliverables developed pursuant to such Schedule.
8. **Insurance.** Consultant shall maintain for itself and its Personnel all insurance coverage required by federal and state law, including workers' compensation insurance. Consultant agrees to maintain limits of \$2,000,000 employee liability insurance, \$2,000,000 combined single limit for bodily injury or property damage and \$2,000,000 per occurrence automobile liability coverage. Consultant shall furnish to Town a certificate of insurance evidencing such coverage and naming Town as additional insured. Town shall receive fifteen (15) days' notice prior to coverage cancellation by either Consultant or Insurer.
9. **Indemnity.** Consultant agrees to defend, hold harmless and indemnify Town and its affiliated companies, for any claim or action for damages relating to personal injury, damage to property, gross negligence or willful misconduct arising out of its performance hereunder or for any infringement of any patent, copyright or other proprietary right based upon any Services or deliverable furnished to Town hereunder.
10. **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 Consultant shall comply with applicable federal, state and local laws and regulations.
11. **Assignment of Contract.** This Contract shall not be assignable by the Consultant in whole or in part without the prior written consent of the Town.

- II. 12. **Communication.** 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:

For TOWN: {PROJECT MANAGER, TITLE}
25 W. Market St., PO Box 88
Leesburg, VA 20178

For CONSULTANT: {PROJECT MANAGER, TITLE}
{ADDRESS}
{ADDRESS}

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

13. **Non-appropriation.** All funds for payments by the Town under this Contract are subject to the availability of an annual appropriation for this purpose by the Leesburg Town Council. In the event of non-appropriation of funds by the Leesburg Town Council for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the Town will terminate the Contract, without termination charge or other liability to the Town, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Consultant on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the Leesburg Town Council shall not be obligated under this Contract beyond the date of termination. The Town certifies that sufficient funds are budgeted and appropriated for the current fiscal year.
14. **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. No modification, amendment or waiver of any portion of this Contract or Schedule shall be binding upon the parties, unless expressly set forth in a duly executed writing.
15. **Publicity.** Consultant agrees that it will not, without prior written consent of Town, use in advertising, publicity or otherwise the name of Town, or any affiliate of Town, or refer to the existence of this Agreement in press releases, advertising or materials distributed to prospective customers.

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

Town of Leesburg

Authorized
Signature _____
NAME _____
TITLE _____

Town Manager

Authorized
Signature _____
NAME _____
TITLE _____

SCHEDULE 1

Provision of Services. The Consultant hereby agrees to provide the following services to the Town:

Schedule 2

Current hourly rates

X. PROPERTY AND LIABILITY COVERAGE – FY14

TOWN OF LEESBURG

CURRENT SUMMARY OF INSURANCE; AS REFERENCE

INSURANCE COVERAGE	INSURANCE CO./ AGENT	POLICY PERIOD	GENERAL SUMMARY - LIMITS OF LIABILITY	DEDUCTIBLE	PREMIUM
Airport Liability & Non-Owned Aircraft	Ace Property & Casualty Ins. Co./ USI Ins. Services	7/1/13-16	\$20,000,000 Combined Single Limit \$20,000,000 Per Occurrence \$20,000,000 Aggregate \$ 1,000,000 Hangarkeepers Liability	None \$1,500	\$13,331 (Annual Installment; 3 year fixed rate)
Automobile Liability & Physical Damage	VML Insurance Programs	7/1/13-14	\$1,000,000 Liability \$25k/\$50k/\$20K Uninsured / Underinsured Motorists \$ 10,000 Medical Payments ACV Comprehensive ACV Collision	None \$250 \$500	\$66,774
Boiler & Machinery	VML Insurance Programs	7/1/13-14	\$100,000,000 Blanket Real & Personal Property	\$1,000	\$5,715
Crime & Bond	VML Insurance Programs	7/1/13-14	\$500,000 Employee Dishonesty \$500,000 Forgery/Alteration \$500,000 Computer Fraud \$500,000 Outside- Money & Securities \$500,000 Inside- Money & Securities	\$250 \$250 \$250 \$250 \$250	\$846
Cyber Risk Liability	VML Insurance Programs	7/1/13-14	\$250,000 Per Event/Aggregate	None	Included
Environmental Impairment	ACE/ VML Insurance Programs	7/1/13-14	\$ 1,000,000 Each Pollution Condition \$10,000,000 Annual Pool Aggregate	\$25,000	Included
Excess	VML Insurance Programs	7/1/13-14	\$15,000,000 Each Occurrence	Nil	\$38,990
General Liability, Public Officials Liability & Law Enforcement Liability	VML Insurance Programs	7/1/13-14	\$1,000,000 Each Occurrence	None	\$21,851

INSURANCE COVERAGE	INSURANCE CO./ AGENT	POLICY PERIOD	GENERAL SUMMARY - LIMITS OF LIABILITY	DEDUCTIBLE	PREMIUM
Line of Duty Act (LODA)	VML Insurance Programs	7/1/13-14	Benefits stipulated by the Code of VA	N/A	\$25,168
Property Damage and Inland Marine	VML Insurance Programs	7/1/13-14	\$185,068,942 Blanket Bldgs. & Contents \$ 3,000,000 Extra Expense \$ 2,000,000 Business Income \$ 50,000,000 Flood \$ 50,000,000 Earthquake Various Inland Marine Equipment	\$5,000 \$5,000 \$1,000 \$25,000 \$25,000 \$1,000	\$73,288
Workers' Compensation	VML Insurance Programs	7/1/13-14	Workers' Compensation: Statutory – Virginia Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000	None	\$406,505
TOTAL:					\$652,468