

COUNTY OF GOOCHLAND



Contract For

Voluntary Employee Benefits

Between Goochland County

And

THIS CONTRACT is made on the date of execution by the County between _____(Contractor) and the **Board of Supervisors of the County of Goochland, Virginia** (County).

WHEREAS, the County requires Voluntary Employee Benefits for its employees; and

WHEREAS the contractor will provide critical illness (cancer, heart attack, stroke, etc.), accident insurance, whole life insurance, short-term disability and long term disability and has been selected by the County in response to its Request for Proposal entitled “RFP 2017-07 Voluntary Employee Benefits dated December 29, 2016, as the firm to perform the work specified therein;

NOW, THEREFORE, for the valuable consideration specified, the receipt and sufficiency of which is hereby acknowledged by the parties, the County and the contractor hereby agree as follows:

1.

CONTRACT DOCUMENTS

The Contract Documents entered into by the parties shall consist of this signed Contract, the original Request for Proposal (RFP) 2017-07 Voluntary Employee Benefits and all addenda thereto, attached as Exhibit “A”, and the proposal submitted by the Contractor, dated _____, attached as Exhibit “B”, together with all written modifications thereto, all of which are incorporated herein and made a part hereof. This Contract shall govern in the event of any conflict with any other provisions of the Contract Documents. In like manner, Exhibit A shall govern over Exhibit B.

2.

SCOPE OF WORK (“THE WORK”)

The Contractor agrees to furnish all labor, materials, equipment, technical and professional services necessary or appropriate to provide optional benefits for critical illness (cancer, heart attack, stroke, etc.), accident insurance, whole life insurance, short-term disability and long term disability. The Contractor represents that it will perform all tasks in accordance with generally accepted professional standards. The Contractor will comply with the regulations, laws, ordinances, and requirements of all governmental agencies and authorities that have jurisdiction applicable to any assigned project. It shall be the Contractor’s responsibility to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3.

REMOTE ACCESS

All hosts, including privately owned personal computers, connecting remotely to the County's network shall have up-to-date and properly configured anti-virus software and current operating system service pack and patch level. Hosts may be scanned to ensure compliance with County standards, and users may be denied remote access if their host system presents an unacceptable risk to County networks. Access will be monitored and attempts to access unauthorized areas will result in denied remote access.

Denial of remote access for cause does not relieve the Contractor of any responsibilities under the Contract. If work requires the Contractor to be in Goochland because remote access has been denied for cause, the Contractor shall bear that cost and shall not be reimbursed by the County.

4.

CONTRACT TERM

This Contract shall be for one (1) year from date of award with an option for up to three (3) additional one (1) year renewals for a total contract length not to exceed four (4) years. Renewals shall be automatic unless cancelled in writing at least thirty (30) days prior to each effective date. Any change in rates at renewals shall be agreed to by the County at least sixty (60) days prior to effective date and no change shall exceed the increase or decrease in the Consumer Price Index for Urban Wage earners for this area.

The Contract shall be subject to termination for cause or convenience by the County, without penalty, with written notice thirty (30) days prior to effective date. Any Contract cancellation notice shall not relieve the of the obligation to deliver and/or perform on all outstanding tasks issued prior to the effective date of cancellation.

5.

TIME OF THE ESSENCE

The Consultant shall perform work in a timely manner as may be provided in the Scope of Work. The Consultant shall assign the work to such qualified personnel in sufficient numbers to complete the work assigned according to the performance schedule set by the Project Officer. Time is of the essence for all work performed pursuant to this contract or any purchase order issued pursuant thereto.

6.

ADDITIONAL SERVICES

No services other than those described in the Contract Documents are authorized under this Contract unless the services are authorized by a written Amendment or Change Order to this Contract signed by the County and the Contractor. If additional services are required by the County and authorized as provided above, the cost of such additional services shall be negotiated based upon the time and level of work to be performed.

7.

OWNERSHIP

Except for Contractor's work papers, which are and shall remain the property of Contractor, all information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of services required by this Contract, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right to use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Contract, free of any copyright claims, trade secrets, or other proprietary rights with respect to such documents.

7.

SUCCESSORS AND ASSIGNS

The County and the Contractor bind themselves and any successors and assigns to this Contract. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

.8.

NO THIRD PARTY BENEFICIARIES

Nothing herein shall be construed to create any liability on the part of either of the parties to any third party.

9.

NO PERSONAL LIABILITY

Nothing herein shall be construed to create any personal liability on the part of any elected or appointed official, officer, agent or employee of the County.

10.

INDEMNIFICATION

The Contractor agrees to save, defend, hold harmless, and indemnify the County, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, actions, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's negligent or wrongful acts, errors or omissions in the performance or nonperformance of its work required for by the Contract Documents, including such acts, errors or omissions of Contractor's employees, servants or agents.

11.

GOOCHLAND COUNTY TAXES

The Contractor will pay any and all County taxes when due, and specifically authorizes the County to offset the amounts of any County taxes which are due and owing against sums otherwise due to the Contractor, and to pay such amounts to the County Treasurer on the Contractor's behalf.

12.

COUNTY EMPLOYEES

No employee of Goochland County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

13.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During performance of the Contract the Contractor will abide by the following non-discrimination and drug free workplace provisions, and shall include such provisions in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor:

- i. During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it is an equal opportunity employer.
- ii. During the performance of this Contract the Contractor agrees as follows: (i) to provide a drug-free workplace for the Contractor's employees; (ii) to 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; and (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. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the Contract awarded to an Contractor in accordance with this procurement transaction, where the Contractor’s employees 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.

- iii. 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.

14.

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

The Contractor must have provided evidence of authorization to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law:

- i. by having included in its bid or proposal the identification number issued to it by the State Corporation Commission;
- ii. by having included in its bid or proposal a statement describing why it is not required to be so authorized; or
- iii. by having received a waiver granted by the County Administrator of this requirement, and the administrative policies and procedures established to implement Section 2.2-4311.2 of the Code of Virginia, if the Contractor failed to provide the required information in its bid or proposal.

The County may void this Contract if the Contractor fails to remain in compliance with the provisions of Section 2.2-4311.1 of the Code of Virginia.

15.

CONFIDENTIALITY

In the course of performing Auditing Services, the parties recognize that Contractor may come in contact with or become familiar with information which the County may, within the law, consider confidential. This information may include, but is not limited to, information pertaining to personal information of personnel, citizens or clients. Contractor agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate County personnel or their designees, except for disclosures that are required by law, legal or administrative process, or to fulfill professional standards and obligations (including the disclosures specified by American Institute of Certified Public Accountants Rule 301).

16.

COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Contractors providing services without a signed County Purchase Order do so at their own risk. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. The Contract is governed by the applicable provisions of the Goochland County Purchasing Procedures, as amended.

17.

FAILURE TO DELIVER

In case of failure to deliver services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in

addition to any other remedies, which the County may have.

18.

ETHICS IN PUBLIC CONTRACTING

The Contract incorporates by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia Conflicts of Interest Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this solicitation, and that it has not conferred on any public employee having official responsibility for this solicitation any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

19.

FORCE MAJEURE

Neither the Contractor nor the County will be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor or the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

20.

APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Goochland County, Virginia. The provisions of this paragraph shall control over any contrary provisions in the Contract Documents.

21.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that it shall not and will not during the performance of the Contract knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986.

22.

ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

23.

ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.

24.

RELATION TO COUNTY

The Contractor will be legally considered as an independent Contractor and neither the Contractor nor its

employees will, under any circumstances, be considered servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

25.

SUBCONTRACTOR

The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the County. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Contract, to indemnify the County, and to provide insurance coverage for the benefit of the County in a manner consistent with this Contract. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

26.

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractors under this Contract:

- a. Pay the subcontractors for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractors under the Contract; or
- b. Notify the County and the subcontractors in writing, of the Contractor's intention to withhold all or a part of the subcontractors payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractors under the Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

27.

AUDIT

The Contractor agrees to retain all books, records and other documents related to Contractor's performance of this Agreement for at least three (3) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall, upon reasonable advance written notice and during normal business hours, have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records after the County's audit but within

three (3) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

28.

PROJECT STAFF

The County will, throughout the life of this Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

29.

FEE ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by formal written Amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. The Contractor will not be compensated for performing that particular work unless a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer determines that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

30.

PAYMENT TERMS

Unless otherwise indicated in the Contractor's response, payment terms will be recorded by the County as Net thirty (30) days: the County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate.

31.

NOTICES

All notices or invoices involving this Contract shall be made either by personal delivery or by registered or certified mail, return receipt requested, and shall be deemed given upon personal delivery or upon receipt. Notices shall be given to the following addresses:

County: Kelly Parrish, Director of Human Resources
County of Goochland
P O Box 10
1800 Sandy Hook Road, Suite 255
Goochland, VA 23063

Contractor:

Either party may change the location or individuals for receipt of notices hereunder by providing written notice to the other party as provided above.

32.

TERMINATION FOR DEFAULT

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the work, and thereafter until the Contractor has met all requirements and conditions relating to the work under the Contract Documents following the Contract term, including warranty and guarantee periods, if any. However, the County will have the right to terminate the Contract sooner if the Contractor has failed to perform satisfactorily the work required, as determined by the County in its discretion. In the event the County decides to terminate the Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

33.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under the Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least thirty days (15) before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract up through and including the date of termination.

34.
INSURANCE

The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the following kinds and minimum amounts of insurance, in addition to unemployment compensation and workers compensation insurance:

- i. Comprehensive General Liability, including Premises and Operations; Contractor's Protective Liability; Products Liability including Completed Operations Coverage; and Contractual Liability for this contract:
 - a. Limits: \$1,000,000 per incident / \$2,000,000 Total Bodily Injury (including death)
\$1,000,000 per incident / \$2,000,000 Total Property Damage
- ii. Comprehensive Automobile Liability, including all Owned Automobiles, Non-Owned Automobiles and Hired Car Coverage:
 - a. Limits: \$1,000,000 per incident / \$2,000,000 Total Bodily Injury (including death)
\$1,000,000 per incident / \$2,000,000 Total Property Damage
- iii. Employer's Liability for Participants not covered by Workers Compensation Insurance in an amount not less than \$100,000.

The Contractor shall not perform any work on this project unless Contractor has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (Code Section 65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor. Workers Compensation limits and coverage shall comply with the requirements of the laws of the Commonwealth of Virginia.

A Certificate of Insurance shall be submitted within 10 days after Notice of Intent to Award and included as a part of this contract by reference. The County shall be named as additional insured and endorsed on all policies except those pertaining to worker's compensation.

The County shall be named and endorsed as an additional insured on all policies except those pertaining to worker's compensation.

The Contractor shall furnish the County a binder adding the County as an additional insured under its policy and include the following language: The above described policies shall not be canceled, modified, or amended or coverage reduced without the issuing company providing thirty (30) days advance written notice to the County of Goochland.

All insurance required by this Contract shall be and remain in full force and effect for the life of the contract.

The Contractor shall furnish a new binder evidencing the required insurance prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid binder will result in suspension of all payments until the new binder is furnished.

No contract shall be binding upon the County until the all insurance requirements and or policies, if so requested that are required herein have been filed with the County and all have been approved as to form

and sufficiency by the County Attorney.

35.

NON-WAIVER PROVISION

No waiver or breach of any of the terms, conditions, provisions or covenants contained in this Contract shall be construed as a waiver of any prior or succeeding breach of the same terms, conditions, provisions or covenants.

36.

SEVERABILITY

If any term, condition, provision or covenant of this Contract shall be held to be invalid, illegal or enforceable in any respect, this Contract shall remain in effect and construed without regard to such terms, condition, provision or covenant.

37.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this Contract.

38.

HEADINGS

The headings and titles of the paragraphs of this Contract are inserted solely for convenience, and are not to be construed as a limitation on the scope of the paragraph to which they refer.

39.

ENTIRE AGREEMENT

This Contract constitutes the entire and exclusive Contract between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements.

COUNTY OF GOOCHLAND

CONTRACTOR

John A. Budesky

(Typed Name)

(Typed Name)

by:

by:

County Administrator

(Date of Execution)

(Date of Execution)

APPROVED AS TO FORM

Norman B. Sales, County Attorney