

GOOCHLAND COUNTY



Contract For

Benefits Consulting Services

Between Goochland County

And

THIS CONTRACT is made this ____ day of November, 2020 between _____ (Contractor) and **Goochland County, Virginia** (County).

WHEREAS, County requires benefits consulting services; and

WHEREAS, Contractor is engaged in the business of providing benefits consulting services and has been selected by County in response to its Request for Proposals #2021-01 entitled “Benefits Consulting Services,” dated August 14, 2020, to perform the work specified therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor hereby agree as follows:

1. **APPLICABLE LAW.** This Contract and the services provided will be governed in all respects by the laws of the Commonwealth of Virginia, except its choice of law provisions. Venue for any litigation arising out of this Contract will be brought in the courts of Goochland County, Virginia. Contractor shall comply with all applicable federal, state, and local laws and regulations.
2. **APPROPRIATIONS.** County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for this purpose through appropriation by the Board of Supervisors.
3. **ARBITRATION.** It is expressly agreed that nothing under this Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.
4. **AUDIT.** Contractor agrees to retain all books, records and other documents related to Contractor’s performance of this Contract for at least three years after final payment. 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.
5. **CONFIDENTIALITY.** In the course of performance, the parties recognize that Contractor may come in contact with or become familiar with information which County may, within the law, consider confidential. This information includes, but is not limited to, information pertaining to personal information of personnel, citizens, or clients. Contractor shall keep all such information confidential in accordance with state and federal laws and regulations.
6. **CONTRACT AMOUNT.** Contractor shall be paid for its services as stated in the Contract Documents. The agreed upon contract amount will be:

	\$
	\$
	\$

Fee increases for future years will be limited to the lesser of the Consumer Price Index for All Urban Consumers average for this region for the most recent 12-month period, or three percent (3%), unless otherwise approved by the County Administrator.

7. CONTRACT DOCUMENTS. The Contract Documents shall consist of this Contract, the Request for Proposals (RFP) attached as Exhibit A, the proposal submitted by Contractor dated _____, attached as Exhibit B, together with all written modifications to any of these documents, all of which are incorporated herein. The provisions of this document will govern in the event of any conflict with any other provisions of the Contract Documents. In like manner, Exhibit A will govern over Exhibit B. The Contract Documents constitute the entire and exclusive agreement between the parties and supersede any and all prior communications, discussions, negotiations, understandings, and agreements.

8. CONTRACT TERM. The effective date of this Contract is January 16, 2021. Its initial term will end on January 16, 2022. This Contract may be renewed for up to four (4) additional one-year renewals for a total contract length not to exceed five (5) years. Renewals will be automatic unless a written notice of cancellation is provided at least 30 days prior to the end of any term.

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

10. ELECTRONIC RECORD. The parties agree that this Contract can be executed through an electronic signature, and that an electronic record of this Contract is as valid and enforceable as an original.

11. ETHICS IN PUBLIC CONTRACTING. This Contract incorporates by reference any applicable state or federal law related to ethics, conflicts of interest, or bribery, including the Virginia Conflict of Interests Act, the Virginia Governmental Frauds Act, and the Virginia Code. 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.

12. FAILURE TO DELIVER. In case of failure to deliver goods in accordance with these terms and conditions, County may, after due notice, procure goods from other sources and hold Contractor responsible for any additional purchase and administrative costs.

13. FORCE MAJEURE. Unless otherwise specified in the Contract, neither Contractor nor 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 which are beyond the control of Contractor or County and which make performance impossible or illegal.

14. GOOCHLAND COUNTY TAXES. Contractor shall pay all County taxes when due. County may offset the amounts of any County taxes which are due and owing against sums otherwise due to Contractor by paying such amounts to the County Treasurer on Contractor's behalf.

15. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Contractor shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

16. INDEMNIFICATION. Contractor shall hold harmless and indemnify County and all of its officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, actions, or reasonable costs (including court costs and attorney's fees), resulting from or arising out of its work required by the Contract Documents, including, but not limited to, the negligence, gross negligence, or willful misconduct of Contractor's employees or agents.

17. INSURANCE. Contractor shall, by a date to be established by County, purchase and maintain, at its own expense, from a company(ies) authorized to do business in the Commonwealth of Virginia, insurance policies with the following types of coverages and minimum limits of liability, protecting from claims which may arise out of or result from Contractor's performance under this Contract, and also covering anyone directly or indirectly employed by Contractor or for whose acts it may be liable, with respect to the performance hereunder:

- A. Comprehensive General Liability, including Premises and Operations, with limits of \$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)
\$1,000,000 per occurrence / \$2,000,000 Total Property Damage
- B. Comprehensive Automobile Liability with limits of \$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)
\$1,000,000 per occurrence / \$2,000,000 Total Property Damage
- C. Employer's Liability for Participants not covered by workers' compensation insurance in an amount not less than \$100,000.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. If Contractor's professional liability coverage is on a "claims-made" basis, then Contractor shall obtain extended reporting (tail) coverage (with the same liability limits) upon expiration of this Contract for at least 3 years following the expiration or termination of the Contract.

Contractor shall obtain and maintain such workers' compensation coverage as may be required pursuant to the provisions of the Virginia Code and shall require any subcontractor to do the same. Contractor shall include the provisions of this subsection within each of its subcontracts, so as to bind each subcontractor.

A certificate of insurance shall be submitted to County upon its request and included as part of the Contract.

Contractor shall furnish County a binder adding County as an additional insured on the comprehensive general liability and comprehensive automobile liability policies, and include the following language: "The above-described policies shall not be canceled, modified, or amended, or coverage reduced without the issuing company providing 30 business days advance written

notice to the County of Goochland.”

Should insurance coverage be changed or canceled, Contractor shall furnish a valid binder evidencing the required insurance. Failure to deliver such binder will result in suspension of all payments until the binder is furnished.

All insurance required shall be and remain in full force and effect for the term of the Contract.

No contract shall be binding upon County until all insurance requirements and policies, have been timely obtained by Contractor, approved as to form and sufficiency by the County Attorney, and, if requested, filed with County.

18. NO LIENS OR ENCUMBRANCES. Contractor warrants that goods are free and clear of all liens and encumbrances, and that the sale of goods does not infringe upon any patents, copyrights, or trademarks.

19. NO PERSONAL LIABILITY. Nothing herein shall be construed to create any personal liability on the part of any elected or appointed official, agent, or employee of County.

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

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

County: County of Goochland
Wanda Tormey
P.O. Box 10
1800 Sandy Hook Road, Suite 352
Goochland, VA 23063

Contractor: [Insert here]

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

22. OWNERSHIP. County shall have sole rights of ownership to any product, idea or property resulting from the performance of this Contract unless otherwise agreed to in writing by both parties.

23. PARTIES' RELATIONSHIP. Contractor shall be legally considered an independent contractor, and neither Contractor nor its employees will, under any circumstances, be considered employees or agents of County. County shall not be legally responsible for any negligence or other wrongdoing by Contractor, its employees, or agents. County shall not withhold payments to Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, County shall not provide Contractor any insurance coverage or other benefits, including workers' compensation, normally

provided by County for its employees.

24. PAYMENT OF SUBCONTRACTORS. Contractor shall take one of the two following actions within seven days after receipt of County's payment for work performed by any subcontractors under this Contract:

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

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

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 subcontractor.

Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions is not an obligation of County. Neither a contract modification nor a cost reimbursement claim will be made for the purpose of providing reimbursement for such an interest charge.

25. PAYMENT TERMS. County shall pay Contractor within 30 days after the later of receipt of a correct invoice approved by County describing completed work reasonable and allocable to this Contract, the receipt of the entire order, or the acceptance of the work which meets the Contract requirements. Payments will be made by County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted or the delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed will appear on all invoices. Invoices will be submitted in duplicate. County purchases are authorized only if its Purchase Order is issued in advance of the transaction indicating that there are sufficient funds available to pay.

26. REMOTE ACCESS. If Contractor needs to connect remotely to County's computer network, then it shall ensure that any computer it uses to connect has up-to-date and properly configured anti-virus software and current operating system service pack and patch level. County may scan Contractor's computers to ensure compliance with county standards. If Contractor's computers present an unacceptable risk to county networks, then access to the network will be denied. Contractor access to the network will also be monitored, and any attempt to access unauthorized areas will result in denied remote access. Denial of remote access for cause does not relieve Contractor of any responsibilities under the Contract Documents. If Contractor must be in Goochland because remote access has been denied for cause, then Contractor shall bear that cost and shall not be reimbursed by County.

27. SCOPE OF SERVICES. Contractor agrees to furnish all services, labor, materials, and equipment necessary or appropriate. Contractor shall perform all tasks in accordance with generally accepted professional standards of care and shall provide to County good advice and consultation within Contractor's authority and capacity. Contractor shall comply with applicable regulations, laws, ordinances, and requirements of all governmental agencies. It shall be Contractor's responsibility to provide the specific services set forth in the Contract Documents.

County may order changes in the Work so long as such changes remain within the Scope of the Work or Services. If Contractor believes that any work is not within the scope of the project, is a material change, or will otherwise call for additional compensation, then Contractor must immediately notify County in writing. If County agrees, an adjustment will be made to the Contract Documents by formal written amendment. Contractor shall not receive additional compensation until this written amendment has been signed by both parties and a county purchase order covering the additional cost is issued. If it is determined that the work in question is within the scope of the Contract Documents, then Contractor shall continue work.

No services other than those described in the Contract Documents are authorized, unless authorized by a written Amendment or by the issuance and execution of a Purchase Order covering the expected cost of such services. If additional services are required by 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.

28. SEVERABILITY. If any term, condition, provision, or covenant of this Contract is held invalid, illegal, or unenforceable in any respect, this Contract will remain in effect and will be construed without regard to such term, condition, provision or covenant.

29. SUBCONTRACTORS. Contractor may not use subcontractors to perform the services described herein without prior written notice to County and, if so, Contractor shall include provisions in its subcontracts requiring the subcontractors hereunder to comply with the applicable provisions of this Contract.

30. SUCCESSORS AND ASSIGNS. County and Contractor bind themselves and any successors and assigns to this Contract. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its rights, obligations, or interests under this Contract, without prior written notice to County.

31. TERMINATION FOR CONVENIENCE. County may terminate this Contract in whole or in part when such action is determined by County to be in its best interest. Any such termination will be effected by delivery to Contractor of a written notice of termination which provides at least 30 days' notice of the termination date and which specifies the extent to which performance under this Contract is terminated and the date of termination.

After receipt of a notice of termination, Contractor shall stop all work on the 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 County, terminate all vendors and subcontracts, and settle all outstanding liabilities and claims. Contractor shall be entitled to receive

compensation for all contract services satisfactorily performed by Contractor and allocable to the Contract up through and including the date of termination.

32. TERMINATION FOR DEFAULT. County shall have the right to terminate this Contract before the specified termination date if Contractor fails, as determined at County's discretion, to deliver goods or perform services required by this Contract. County shall provide written notice at least 30 days before termination takes effect. County may procure goods or services in accordance with this Contract from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs.

33. TRANSACTING BUSINESS IN VIRGINIA. Contractor must be authorized to transact business in Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia to be revoked or canceled at any time during this Contract. County may void this Contract if Contractor fails to remain in compliance with the provisions of this section.

34. WORKPLACE PROVISIONS. During performance of the Contract, Contractor shall abide by the following workplace provisions. If Contractor engages any subcontractor or vendor to provide services hereunder, then Contractor shall include these provisions in every subcontract or purchase order over \$10,000:

- A. Contractor shall 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 Contractor. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that it is an equal opportunity employer.
- B. Contractor shall: (i) provide a drug-free workplace for 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 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 Contractor that 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 Contractor in accordance with this procurement transaction, where 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.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation will be deemed sufficient for the purpose of meeting the requirements of these sections.

**GOOCHLAND COUNTY,
VIRGINIA**

**YOUR
COMPANY**

By: _____
Name: _____
Title: County Administrator
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to legal form:

Goochland County Attorney's Office

S:\Forms\Procurement\RFPS and General Contracts\Contract for goods and services_RFP.doc
Revised: 5/1/2019