

**KING WILLIAM COUNTY  
BENEFITS CONSULTING SERVICES**

**REQUEST FOR PROPOSALS  
#RFP-2017-014**

King William County is now seeking proposals from qualified firms or individuals to provide analysis of medical programs for budgeting purposes; provide compliance services concurrent with administration of employee benefits programs, primarily the employer-sponsored Short Term Disability Insurance program. The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to provide administrative support and services to King William County for their existing benefits programs and Short Term Disability Insurance program.

Sealed proposals will be accepted until 10 AM, Monday, February 27, 2017 at the King William County, Financial Services Department, 180 Horse Landing Road #4, King William, Virginia 23086. Please be observant of all proposal instructions and specifications. Should any questions arise concerning this proposal, contact the Financial Services Office, Beth Dandridge, at (804) 769-4965 or bdandridge@kingwilliamcounty.us.

King William County reserves the right to accept or reject, in whole or part, any and all proposals, and to waive informalities.

**I. BACKGROUND**

King William County is a rural county located 35 miles northeast of downtown Richmond. The County comprises 286 square miles and the Weldon Cooper Center for Public Service has estimated the 2016 population at 16,253. The County government employs approximately 90 regular, full-time employees, however only 84 employees will potentially be eligible to participate in the employers paid STD. A census of the last three years of hiring information, excluding public safety hires, may be obtained upon request.

Prior to fiscal year 2016 the County partnered with Mutual of Omaha to administer the Short Term Disability program and solely managed other benefit functions through Finance Office.

**II. SCOPE OF WORK**

- A. Provide on-going annual analysis of the County's medical program for budgeting purposes.
- B. Provide compliance services concurrent with the administration of an employee benefits program.
- C. Market the County's health, dental and disability plans as deemed appropriate by King William County.

- D. Provide open enrollment support to include meeting with employees as a group or individually.
- E. Assistance with any service needs that arise from either the staff at King William County or its employees.
- F. Provide access to the vendors Human Resource consulting partners, if applicable.

**II. INSTRUCTIONS TO OFFERORS**

A. Sealed Proposals must be delivered and addressed to the King William County Department of Financial Services, Attention: Beth Dandridge, 180 Horse Landing Road #4, King William, VA 23086 on or before the closing date and time of Monday, February 27, 2017 at 10:00 AM. Proposals are to be submitted in sealed envelopes marked “**Sealed Proposal – BENEFITS CONSULTING SERVICES, RFP 2017-014**”. Proposals not received by this date and time will be deemed undelivered and not accepted. Any Offeror who wishes his proposal to be considered is responsible for making certain that his proposal is received at the stated location by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. The receiving time in the Department of Financial Services will be the governing time for acceptability of proposals. Proposals must bear original signatures and, where applicable, cost figures.

B. Proposals are opened publicly immediately after the stated deadline. Interested parties are invited to attend the proposal opening. A list of proposals received will be available within a reasonable time after the proposal opening.

C. Offerors’ authorized representatives may withdraw proposals only by written request received before the Proposal Submittal Deadline. Unless otherwise stated in the published Request for Proposals, Offerors may not withdraw their proposals for a period of sixty calendar (60) days after the Proposal Submittal Deadline.

D. By submitting a proposal the offeror agrees and warrants that it has examined all the proposal documents and if appropriate, the subject of the contract, and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the offeror from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be cause to alter the original contract or proposal or for the offeror to request additional compensation.

E. Offerors shall notify the King William Financial Services Department promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing either by mail to King William County Department of Financial Services c/o Beth Dandridge, 180 Horse Landing Road #4, King William, VA 23086 or faxed to (804) 769-4964 or by email to [bdandridge@kingwilliamcounty.us](mailto:bdandridge@kingwilliamcounty.us). All such notifications or questions shall arrive at least seven (7) working days before the Submittal Deadline. Any questions received after the deadline will not be addressed. Offeror’s company name, address, phone and fax number, and contact person must be included with the questions or comments.

All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum **only**. Offerors shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-proposal conference. Interpretations, corrections, and changes shall not be binding on the County unless made by Addendum. All Addenda issued shall become part of the contract documents. Addenda will be provided to offerors by posting on the County's website. It is the Offerors sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum. For this solicitation comments or questions will be accepted in writing through the end of the business day Tuesday, February 21, 2017. Written responses in the form of an addendum will be posted on the County's website, on or before Wednesday, February 22, 2017.

F. Potential offerors needing special assistance under the Americans with Disabilities Act shall contact Beth Dandridge at 804-769-4965 or [bdandrige@kingwilliamcounty.us](mailto:bdandrige@kingwilliamcounty.us). Every reasonable effort will be made to allow every qualified offeror to participate in the competitive process.

G. King William County reserves the right to accept or reject any or all proposals or portions of any proposal and to reissue said proposal.

H. King William County may make such reasonable investigations as deemed proper and necessary to determine the ability of any offeror to perform. The offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Further, the County reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract.

I. By submitting a proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.

J. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired. Any article, which the County, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted.

K. Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement describing why the offeror or offeror is not required to be so authorized. A form for this purpose is included in this solicitation as Attachment A.

L. All offerors submitting a proposal to the county are subject to the decision of the County as to the quality of what is offered, responsiveness of the proposal or proposal and the responsibility of the offeror. The purchasing agent, administrator, or public body as the case may be, in their sole discretion, will evaluate proposals and in all cases the decision made shall be final. Every offeror submitting a proposal or proposal agrees to abide by the decisions of such officials and all the terms of the County purchasing policy as a condition precedent to the submission of the proposal.

M. The firm, corporation or individual name of the offeror must be signed in ink to any proposals or proposals submitted. In the case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner".

N. The contract will be awarded or the proposals rejected as soon as reasonably possible. Upon award of the contract to an offeror, such offeror shall enter into the contract by executing the contract and by furnishing any bonds specified herein and Certificate(s) of Insurance required to be procured within ten (10) calendar days after the date of the award or within such further time as the County may allow. Failure by the successful offeror to enter into a written contract and furnish required bonds and certificates within the allotted time shall be cause for the County to withdraw the award. A notice to proceed will be issued by the County within five (5) days of execution of the contract and furnishing of required documentation by the successful offeror.

O. A Certificate(s) of Insurance shall be required within ten (10) days of the date of the award or before start or work, whichever comes first, demonstrating insurance coverage as specified in the contract documents. The certificate(s) must contain a provision stating that the coverages will not be canceled unless a minimum of fifteen (15) days prior written notice has been given to the County and be accompanied by necessary endorsements of the referenced policies.

### **III. SPECIFIC TERMS & CONDITIONS**

A. Proposal Content: The following information must be provided in a written proposal format, along with other data deemed relevant by the Offeror:

1. *Company profile*: This should include the Offeror's headquarters; location of the office that will manage the project; phone and fax number and email address; size, financial stability and organizational structure; years in business, number of full time employees, etc.
2. *Proposed project team*: Please include resumes of only those staff to be assigned to the project.
3. *Related experience*: Please describe the Offeror's prior related experience and expertise including specifically that of the staff to be assigned to provide the services listed herein. Describe Offeror's experiences and/or capabilities in the following areas: health care consulting, human resource consulting, employee insurance program

administration. Enclose relevant examples of similar projects, brands, or reports in which your agency has been involved. Provide name, addresses, contact persons and phone numbers of references that can attest to your qualifications for this project.

4. *Project understanding:* Provide a narrative demonstrating the Offeror's full understanding of all services and tasks required to successfully administer to and complete this project.
5. *Project approach/methodology:* Provide a narrative fully and completely describing the approach/methodology proposed by the Offeror in providing these needed services. Detailed process flow charts fully outlining all steps, milestones, approval points, meetings etc. are preferable.
6. *Fees/costs:* Please provide complete, detailed and itemized description/breakdown of all fees, charges and costs associated with the services to be provided. Include all licenses, copyrights, and potential future maintenance fees, etc.
7. *Other:* Provide any other information that the Offeror considers relevant or alternatives the Offeror believes the County should consider.

B. A contract is attached that contains the general terms and conditions, in addition to those set out in this proposal that the County will expect to be a part of the contract with the successful offeror. The actual final terms will be negotiated with the selected offeror and the format must be approved as to form by the County Attorney.

C. Insurance requirements are listed in Attachment B. The successful offeror/contractor certifies that the contractor and any subcontractors will maintain the insurance coverage required during the entire term of the contract and that all insurance will be provided by insurance companies authorized to sell insurance by the Virginia State Corporation Commission.

D. The following factors shall be considered in a descending order of importance in determining the most qualified firm or individual:

- (a) Any special qualifications or requirements set forth in the proposal documents.
- (b) Qualifications of the project manager and project teams.
- (c) Overall qualifications and experience of firm and any subcontractor to be used.
- (d) Quality of the content of the proposal and its responsiveness to the request for proposal.
- (e) The sufficiency of financial resources and ability of the bidder to perform the contract or provide the services.
- (f) The location of the office that will have the responsibility for providing the services and the ability of the proposer to respond quickly to requests or requirements of the County.

(g) Financial ability of the firm to perform future maintenance and service for use of the subject of the contract.

(h) Cost estimates (which may or may not be required at the time of submission of the proposal, depending upon the circumstances).

E. On the basis of the evaluation factors listed in the previous paragraph, at least two (2) offerors deemed to be the most qualified, responsible and suitable on the basis of initial responses shall be selected. (If less than two (2) proposals are received, then less than two (2) offerors may be so selected.) Individual discussions shall then be had with each such offeror.

Repetitive informal interviews shall be permissible. Offerors shall be encouraged to elaborate on their qualifications, scope of work, performance data, or expertise pertinent to the proposed project as well as any alternative concepts. These discussions may encompass non-binding estimates of total project costs, including, where appropriate, design, construction, and life cycle costs. Methods to be used in arriving at a price for services may also be discussed. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. Price of service may be discussed and considered but will not be the sole determining factor in concluding negotiations.

After negotiations have been conducted with each offeror so selected (such negotiations may be conducted by the public body or an agent or committee of the public body), the offeror shall be selected which in the opinion of the negotiator has made the best proposal and the contract shall be offered to that offeror. (When the terms and conditions of multiple awards are so provided for in the request for proposal, awards may be made to more than one offeror.) Should the negotiator, after the initial submission of proposals, determine in writing that only one offeror is fully qualified, or that one offeror is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to that offeror without further delay.

A copy of such written determination shall be provided to the Purchasing Agent and to the approving authority when approval by other than the Purchasing Agent is required.

#### **IV. GENERAL TERMS & CONDITIONS**

A. In accord with Section 2.2 – 4343.1 of the Code of Virginia, King William County does not discriminate against faith-based organizations in procuring goods or services and both the County and any contracted faith-based organization will comply with the provisions of that section.

B. During the performance of any contract issued pursuant to this proposal, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law related to 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.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. With the following exceptions, procurement documents are subject to the Virginia Freedom of Information Act:

1. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection.
2. Proposals and proposal records shall be open to public inspection only after award of the contract. Any offeror may be allowed to inspect the proposal or proposal records after proposal opening or after the evaluation and negotiation of proposals are completed, and prior to award, unless the County decides not to accept any proposals or not to accept any of the proposals and to reopen the contract.
3. Trade secrets or proprietary information submitted to the County are not subject to disclosure if requested by the person submitting such information prior to or upon submission of the data or other materials. Any such request must identify what is to be protected and state the reasons therefor.
4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions imposed by the Purchasing Agent to insure security and integrity of the records.

D. By submitting a proposal, offerors certify that they do not and will not, during the performance of an awarded contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

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

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

For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor pursuant to this proposal, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Any business entity including those described in Subparagraph K of the Instructions to Offerors that enters into a contract shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

G. King William County (Federal I.D. #54-6001376) is exempt from Federal, State and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

H. The contractor agrees to indemnify, defend, and hold harmless King William County, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Offeror's negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County's sole negligence. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity as stated in this paragraph.



**VIRGINIA STATE CORPORATION COMMISSION  
IDENTIFICATION NUMBER REQUIRED  
ATTACHMENT A**

An offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid the identification number issued to it by the Virginia State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the offeror is not required to be so authorized.

Any offeror described in the immediately preceding paragraph that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent.

Identification # Issued by the State Corporation Commission: \_\_\_\_\_

If you are not required to be so authorized, please state reason:

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**INSURANCE SPECIFICATION  
ATTACHMENT B**

The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of King William. The policies shall be endorsed to be primary with respect to the additional insured.

The successful offeror shall carry Commercial General Liability Insurance in the amount specified below, including contractual liability assumed by the successful offeror, and shall deliver a Certificate of Insurance together with necessary policy endorsements from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of King William named as an additional insured for the Commercial General Liability and Umbrella/Excess Liability coverage if such coverage is used to meet the specified amount of insurance. The contract includes the following indemnification agreement: “The contractor agrees to indemnify, defend, and hold harmless King William County, it’s governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys’ fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Offeror’s negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County’s sole negligence.”

The County makes no representation or warranty as to how the successful offeror’s insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the above indemnification provisions do not limit the successful offeror’s responsibilities outlined in the contract.

Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers’ compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**LIMITS:**

Worker’s Compensation	State of Virginia Requirements (Note 3)
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile Liability	\$1,000,000 per occurrence
Professional Liability (E/O)	\$1,000,000 per occurrence (If stated as being required in the Specific Terms & Conditions)

**KING WILLIAM COUNTY  
SAMPLE BENEFITS CONSULTING SERVICES CONTRACT  
ATTACHMENT C**

Agreement No. 2017-014

This contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the King William County Board of Supervisors, hereinafter referred to as "Board", which term shall be construed to include any officer, representative or agent having authority to represent or act for it in relation to any part of the subject of this Agreement and \_\_\_\_\_, hereinafter referred to as "Consultant".

**WITNESSETH:**

WHEREAS, the Board desires to engage the services of the Consultant in connection with \_\_\_\_\_ hereinafter referred to as the "Project"; and

WHEREAS, the Consultant has investigated and is aware of the requirements of the Project.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, the Board and Consultant hereby covenant and agree, each with the other, that the Consultant shall provide services as an independent contractor in accordance with the terms and conditions of this Contract and the requirements of Exhibit(s). In the event of any conflict between the terms of this contract and similar terms included in any exhibit made a part thereof, the terms as stated in this contract shall control.

**ARTICLE I: BASIC SERVICES**

1.1 The Consultant shall enter upon the performance of this Contract with all diligence and dispatch, shall assiduously press to its complete performance and shall employ thoroughly competent, qualified and experienced personnel commensurate with the magnitude and intricacy of the work.

1.2 The Scope of Services to be furnished by the Consultant is detailed in Exhibit 1.

**ARTICLE II: BOARD'S AND CONSULTANT'S RESPONSIBILITIES**

2.1 The County Administrator or his designated representative shall be the liaison between the Board and the Consultant and is authorized to act in the Board's behalf.

2.2 The Consultant agrees to commence work within ten (10) calendar days from the date of the notice to proceed, which shall be issued at the sole discretion of the Board. Any work performed prior to receipt of the notice to proceed will not be eligible for compensation.

2.3 If so indicated in the attached Exhibit(s), the Consultant shall not proceed on any task until it has received specific written authorization from the Board to proceed with that task.

### ARTICLE III: ADDITIONAL WORK

3.1 The Scope of Services defined in this Contract and Exhibit(s) may be increased and/or modified as the work progresses and/or as the Board deems such increase and/or modification necessary to satisfactorily complete the Project. However, the Consultant will not undertake any increase and/or modification without prior written approval and supplemental agreement from the Board.

3.2 No change in the character or extent of the work to be performed by the Consultant which affects the time or the compensation shall be made except by supplemental agreement in writing between the Consultant and Board.

3.3 In any case, where the Consultant believes extra compensation is due for work and services not covered by this Contract or Exhibit(s), Consultant shall promptly notify the Board, in writing, of Consultant's intention to make a claim for such extra compensation before Consultant begins the work on which the claim is based. Before commencing work or services on which the Consultant will base a claim for extra compensation, Consultant shall obtain the Board's approval in writing.

### ARTICLE IV: PAYMENTS

4.1 As compensation for said services as a consultant and for all services set forth in the Exhibit(s), the Board agrees to pay the Consultant the sum of \$ \_\_\_\_\_ for the services provided and the completion of the Project.

4.2 Payments to the Consultant will be made periodically but shall not be required more frequently than monthly in proportion to the work performed and shall be based on work completed to date. In no case will a payment for less than \$1,500 be honored other than for the completion of a specific task.

4.3 All contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however written notice of the Consultant's intention to file such claim shall have been given at the time of the occurrence or the beginning of the work upon which the claim is based. All claims shall be made in accordance with Virginia Code Section 15.2-1243 et seq. and the Board shall render a final decision in writing with regard to any such claim, not later than sixty (60) days subsequent to receipt of any such claim in writing by the County Administrator.

### ARTICLE V: ERRORS AND OMISSIONS

Any reports, plans, designs, or other items needed for a complete job, shall be checked for accuracy by the Consultant before submission of final documents. The Consultant will be required without additional compensation to correct any errors or omissions in any documents submitted and to clarify any ambiguities which may be discovered.

### ARTICLE VI: ABANDONMENT AND TERMINATION

6.1 The Board reserves the right to terminate this Contract at any time for any reason upon written notice to the Consultant. If the Board shall terminate the services herein mentioned, the Consultant shall immediately deliver to the Board all data, completed or partially completed through both an electronic copy and a hard copy, and these shall be the property of the Board. If this Contract is terminated for any reason not the fault of Consultant, the earned value of the work performed shall be based upon the time actually devoted by the Consultant and Consultant's personnel to performance of the services specified in this Contract up to the date of the termination, and payment therefore shall be made at the rate set forth in the Exhibit(s). Such payment shall be made to the Consultant as a final payment in full settlement for the services hereunder or by supplemental agreement hereto. In the event of a termination for breach or default by Consultant, Board shall have access to all remedies available in equity or at law. The Board shall give ten (10) days' written notification to the Consultant of any termination.

6.2 This Contract may be terminated by the Consultant upon ten (10) days' written notice in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Consultant. In the event of such termination by Consultant, the provisions of paragraph 6.1 immediately hereinabove shall apply mutatis mutandis, except that Consultant shall be entitled to no further or other compensation, either hereunder or by way of a claim for damages growing out of this Contract.

6.3 All completed documents are the property of the Board, and the Board may use any or all of said items at any time, either in connection with the project to which they are applicable or in connection with any future or additional project, whether or not owned or to be owned by the Board, or for any other purpose for which the Board may wish to use said items; provided, however, that the ownership of said items by the Board and the unlimited freedom to use them for any purpose in the future shall not deprive the Consultant of the right to use the documents for any purpose within Consultant's discretion in the future. During the performance of the services herein provided, the Consultant shall be responsible for any loss or damage to the documents, data or other pertinent information while in Consultant's possession, and any such loss or damage shall be restored at Consultant's expense. All documents shall strictly conform to all laws, statutes and ordinances, all applicable rules and regulations, and the methods and procedures of all government boards, bureaus or agencies having jurisdiction over the Consultant's services.

## ARTICLE VII: MISCELLANEOUS

7.1 Multiple Copies - This Contract may be executed in any number of counterparts, each of which shall be deemed an original.

7.2 Severability of Clauses - It is agreed that the illegality or invalidity of any term or provision of this Contract shall not affect the validity of the remainder of this Contract, and it shall remain in full force and effect as if such illegal or invalid term or provisions were not contained herein.

7.3 The Consultant shall not engage the services of any person in the present employ of the Board for any work covered by this Contract without written permission of the Board.

7.4 The Consultant agrees to indemnify, defend, and hold harmless King William County, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses,

claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Consultant's negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County's sole negligence. Compliance by the Consultant with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Consultant or Consultant's employers, servants or agents use any of Board's equipment, tools, employees, or facilities, such will be gratuitous and Consultant shall release the Board, its officers, agents or employees from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Board in permitting the use thereof.

7.5 In no event shall the Consultant's duties to defend, save harmless and indemnify the Board hereunder be enforceable after the expiration of five (5) years from the date of completion of the services included in the Contract; provided, however, should any claim as is described in the immediately preceding paragraph relate to services performed by the Consultant after the date of substantial completion, then from the date of the performance of any such services, whichever is later.

7.6 Board and the Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this Contract. Neither the Board nor the Consultant shall assign, sublet or transfer its interest in this Contract without the written consent of the other.

7.7 The Consultant shall comply with the provisions of the laws of the Commonwealth of Virginia and all federal and local statutes, ordinances and regulations that are applicable to the performance of this Contract, and procure all necessary licenses and permits.

7.8 The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Board to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the County.

7.9 Unless otherwise agreed, this Contract shall be performed within the time schedule established pursuant to Section 1.2. Time shall be of the essence as to this Contract and all supplemental agreements, except that reasonable additional time may be allowed for increased or additional work.

7.10 The contract shall consist of this signed contract together with any Exhibits identified herein and the following component parts, all of which are made a part hereof as if set out in full: *(Include these if appropriate or modifications thereof and others as necessary)*

1. Request for Proposals No. 2017-014 including all attachments thereto.
2. Consultant's Proposal dated \_\_\_\_\_

- 3. Certificate of Insurance
- 4. Notice to Proceed
- 5. Change Orders/Modifications (if any)

ADDENDA:

- No. \_\_\_\_\_, dated \_\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_

These constitute the entire agreement between the parties and no condition or provision, whether oral or written, in any previous communication by either of the parties or any prior agreement or other understanding between them shall be of any effect, anything in such communication or agreement to the contrary notwithstanding.

IN WITNESS WHEREOF, the Consultant and the Board have executed this Agreement pursuant to proper authority and in the manner appropriate to each.

Consultant:

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name

King William County Board of Supervisors

\_\_\_\_\_  
By:  
Title: County Administrator