

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: ZELOS, INC. DATE ISSUED: APRIL 1, 2014
1800 DIAGONAL ROAD, SUITE 600
ALEXANDRIA, VIRGINIA 22314 CONTRACT NUMBER: 547-13-24
CONTRACT TITLE: TRAINING AND ORGANIZATIONAL DEVELOPMENT

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is hereby awarded the above referenced contract. The contract term covered by this Notice of Award is effective APRIL 1, 2014 and expires on MARCH 31, 2021. The contract documents consist of the terms, conditions, specifications and pricing of Agreement No. 547-13-24 (attached).

NOTES:

1. NO WORK SHALL BE PERFORMED BY THE CONTRACTOR WITHOUT PRIOR ACCEPTANCE BY THE COUNTY OF AN INSURANCE CERTIFICATE INCORPORATING ALL COVERAGES AND ENDORSEMENTS REQUIRED BY THE ABOVE-REFERENCED AGREEMENT.
2. ALL PO'S COVERING WORK UNDER THIS CONTRACT MUST BE APPROVED IN ADVANCE BY A HUMAN RESOURCES REPRESENTATIVE.

ATTACHMENTS:
AGREEMENT NO. 547-13-24

CONTRACT PRICING:
REFER TO ATTACHED AGREEMENT

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: STACIA AYLWARD

VENDOR TL NO.: 703-828-7831

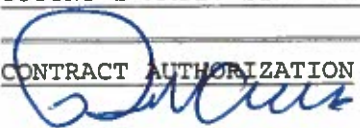
VENDOR PAYMENT TERMS: NET 30 DAYS

VENDOR E-MAIL: STACIA.AYLWARD@ZELO SINC.COM

COUNTY CONTACT: SHARON E. MILLER
COUNTY E-MAIL: SEMILLER@ARLINGTONVA.US

COUNTY TEL. NO.: 703-228-3595

CONTRACT AUTHORIZATION


Richard D. Warren, Jr. CPPB
County Purchasing Agent

3/24/14
Date

purch

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 547-13-24

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of execution by the County, between Zelos, LLC; 1800 Diagonal Road, Suite 600, Alexandria, Virginia 22314 ("Contractor") a Virginia Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, Exhibit A (Scope of Services and list of Services Offered in Attachment A); Exhibit B (Pricing Schedule); Exhibit C (the Contractor's original proposal submitted in response to the County's Request for Proposals No. 547-13, incorporated herein by reference); collectively, "Contract Documents."

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide General Training; Leadership and Individual Development, Cohort Development Programs, Diversity Training, Executive Coaching, and Organizational Development Services, as detailed in the Contract Documents. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, 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. CONTRACT TERM

The term of this Agreement will commence on the date identified by the County on a Notice of Award posted on the County website, and shall be completed no later than seven (7) years from that date ("Contract Term"), subject to any written modifications as provided for in the Contract Documents.

4. CONTRACT AMOUNT

The Contract unit price(s) shall remain firm throughout the Contract Term, unless the Contractor requests a price adjustment, and the County approves such an adjustment, in accordance with the following procedure:

- A. The Contractor may submit a written request for price adjustment to the County not less than sixty (60) days prior to the contract anniversary date of any given year of the contract, as specified in the Notice of Award ("Anniversary Date").
- B. Requests for adjustment(s) to unit price(s) shall not exceed the percentage of escalation/de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in AUGUST of each year of the Contract.

Any adjustment(s) to unit price(s) approved by the County as a result of the procedure set forth in A and B above, shall become effective the day after the current Anniversary Date and shall be binding on both parties for the remainder of the Contract Term unless an adjustment is requested the Contractor and approved by the County in a subsequent year, as set forth above.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth in A and B above by the thirtieth (30th) calendar day prior to the Anniversary Date, the County may in its sole discretion terminate the Contract.

5. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County Human Resources Department. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

7. 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 work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a 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 Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract 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 pursuant to the amendment.

8. REIMBURSABLE EXPENSES

No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

9. 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 subcontractor under this Contract:

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection 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, if any are permitted, 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.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section 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.

10. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

11. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

12. 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. Such a Purchase Order is to be provided to the Contractor by the ordering agency. 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. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

13. PROJECT STAFF

The County will, throughout the Contract Term, 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 pursuant to this section, 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, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

14. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related 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.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

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

16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

17. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor 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.

18. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Contract Term and until the County determines that all of the following requirements and conditions have been satisfactorily met: 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, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in

whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, 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, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

19. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the County's 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 fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. 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 and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated 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.

20. INDEMNIFICATION (NOTE: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

22. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

23. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

24. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

25. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was 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 and that it has not conferred on any public employee having official responsibility for this procurement 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.

26. COUNTY EMPLOYEES

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

27. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

28. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Contract Term of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

29. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, 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. Furthermore, 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.

30. 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 or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

31. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

32. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) 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.

33. ASSIGNMENT

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.

34. AMENDMENTS

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

35. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

36. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

37. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

38. 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.

39. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

40. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

41. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

42. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

43. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; AND CONFIDENTIAL INFORMATION.

44. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

45. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

46. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Zelos, LLC
Stacia Aylward, CEO
1800 Diagonal Road
Suite 600
Alexandria, Virginia 22314

TO THE COUNTY:

Emma Kiendl, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 511
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

47. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. INSURANCE REQUIREMENTS

Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

- a. **Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.**
- b. **Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.**
- c. **Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).**
- d. **The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of \$1,000,000.**
- e. **Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.**
- f. **Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.**
- g. **Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.**
- h. **Contract Identification – All documentation and copies of endorsements required hereunder shall state this Contract's number and title.**
- i. **Certificate Holder - The Certificate Holder must be identified as:**

**The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201**

The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

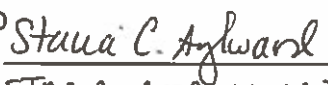
Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ZELOS, LLC

AUTHORIZED SIGNATURE: 

AUTHORIZED SIGNATURE: 
NAME AND TITLE: STACIA C. AYLWARD CHIEF EXECUTIVE OFFICER

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 3/24/14

DATE: 3-17-2014

**AGREEMENT NO. 547-13
EXHIBIT A**

SCOPE OF SERVICES

1. INTRODUCTION

Arlington County intends to award contracts to a variety of training, coaching and OD consultants to provide services on an as-needed basis for a seven-year period.

Training services requested by the County during the course of the contract may include presentation and instruction of currently developed courses (those courses submitted by the Contractor as part of its proposal and approved by the County) to intact workgroups, several teams from one department or various teams and or individuals from multiple departments in the County. Contractors may be requested to develop courses significantly different from their "off-the-shelf" version, or develop courses from scratch. Contractors may also be requested to provide OD, Executive Coaching and Leadership and Development consulting services.

Contractor(s) must include information supporting the four County Competencies as a part of the normal delivery of a course and may be asked to emphasize aspects of a topic relevant to the County government, including examples or case studies which reflect current situations in the organization.

The General Training, Leadership and Individual Development, Cohort Development Programs, Diversity Training, Executive Coaching, and OD Services shall seek to improve the stewardship and financial accountability of County's programs through the following perspectives:

- Customer Focus (Arlington CARE5);
- Workforce Focus (learning and development);
- Process Focus (effective and efficient programs, initiatives and processes);
- Financial Focus (identify financial objectives for managing programs);
- Diversity and Inclusion Focus (general awareness, managing unconscious biases/microinequities, cross-cultural communications and group-specific – i.e. generations, veterans, disability, gender, race); and
- Multicultural sensitivity must be ensured in all communications, training designs, OD interventions and delivery.

Annually, by the contract anniversary date, Contractors will submit new course offerings to the Project Manager, which the County may, upon approval of such new courses, update it's records for available courses offered by each contractor.

Onsite Hours

Official County business hours are from 8:00 a.m. to 5:00 p.m., but to accommodate shift workers, some services will be required at alternative times at the same rate as regular hours. When alternative scheduling is necessary, it will be determined by the needs of the workgroup at times negotiated with the contractor.

Onsite Substitutions

The Contractor shall maintain the exact workforce that was submitted as part of their proposal. Any necessary staff changes shall be reported to the County along with the substitute's biography and résumé. The County may elect to interview the substitute and retains the right to approve or reject any substitutions (refer to Section 12 of the Draft Agreement, headed Project Staff, for further details).

Onsite Facility, Materials, and Administrative Procedures

In all cases for onsite courses, the County will provide a site suitable to the work design. Basic equipment, such as an easel with flip charts, or LCD projector will also be provided by the County. The Contractor shall identify site and equipment needs in order to ensure their availability for the time

scheduled. It is the Contractor's responsibility to provide sufficient sets of copies of materials for each participant and any other aids, including audio-visual aids.

Onsite Participant Roster And Pre-Work

Prior to course delivery dates, the Contractor will be provided with a count of participants enrolled. The Contractor shall supply the County Talent Management Division staff or other departmental staff with applicable course pre-work (e.g., writing samples).

Onsite Attendance And Evaluations

The Talent Management Division staff or other departmental staff will provide the contractor with an updated participant roster and attendance sheet. The Contractor shall be responsible for making sure that participants sign the attendance sheet by the end of the class. The Contractor shall also note who comes late, leaves early, or fails to show up for a class.

The Talent Management Division staff will manage the participant evaluation process and will share results with contractors as appropriate. Any contractor who is evaluated as not meeting a satisfactory level of performance, will be notified so that appropriate modifications can be made as necessary

Onsite Course Close Out

Once a training class or OD engagement has been completed, the Contractor shall submit an invoice for services which includes:

- date of service;
- course title;
- instructor name; and
- fee.

Onsite Group Size

Work authorized under this contract may range from one-on-one to whole organization interventions. Normal training class size may range from 10 to 30 participants. However, most classes do not exceed 25 participants. If registration falls below 10, the County will decide whether to cancel or reschedule a class and will notify the contractor one week before the class is scheduled.

Cancellation Policy

In the event of low enrollment, Talent Management Division staff or other departmental staff reserve the right to cancel scheduled training with the Contractor no later than one week in advance of course start date.

2. TASKS AND DELIVERABLES

Following are the tasks and deliverables for each area. The County will identify special training, service, or course development requirements when scheduling courses.

General Training

Design and Delivery of Onsite Courses

The content and flow of the courses shall be designed and taught to create breakthroughs in the way that the participants think and behave with respect to the competencies. Courses shall also be designed and taught to respect and reflect the cultural diversity of the workforce. Courses shall include:

- A mix of instructional formats to sustain the audience's interest (e.g., case studies, lectures, group exercises, role plays, simulations, etc.).
- Ample opportunities for the participants to practice skills, receive feedback and coaching, and reflect on their 'learning.'
- Techniques to draw on the participants' prior knowledge and experiences, challenge their assumptions, and link the concepts in the classroom to real work solutions.

- Consistency with County's competencies, strategy, environment, culture, and demonstrates multicultural sensitivity.
- Clear, well-designed participant manuals which are conducive to adult learning.
- Emphasis on the importance of continuous learning and guidance on how to do that (e.g., follow-on readings, finding a mentor, seeking feedback, etc.).
- One to two suggestions for short assignments that participants will complete after the classroom experience to practice what they have learned on the job.

Diversity Training

Courses taught shall educate individual contributors, managers, and leaders about Loden's dimensions of diversity, self-awareness, unwritten rules, detecting cultural cues, and the influence of their cultural lens. Skills-based training shall include how to assess when diversity is perceived as an opportunity or threat, leveraging diversity for organizational benefit, effective communications, and planning and delivering services for diverse communities.

- Individual contributor training shall include, but is not limited to awareness training, team building, communication styles, and dimensions of diversity.
- Supervisor and Mid-level Manager training shall include, but is not limited to awareness, practical applications of managing a diverse workforce, and dimensions of diversity.
- Executive and Senior Manager training shall include, but is not limited to setting tone/vision, modeling inclusive behaviors, encouraging change, dealing with backlash, and dimensions of diversity.
- A mix of instructional formats to sustain the audience's interest (e.g., case studies, lectures, group exercises, role plays, simulations, etc.).
- Ample opportunities for the participants to practice skills, receive feedback and coaching, and reflect on their 'learning.'
- Techniques to draw on the participants' prior knowledge and experiences, challenge their assumptions, and link the concepts in the classroom to real work solutions.
- Consistent with County's competencies, strategy, environment, culture and demonstrates multicultural sensitivity.
- Clear, well-designed participant manuals which are conducive to adult learning.
- Emphasis on the importance of continuous learning and guidance on how to do that (e.g., follow-on readings, finding a mentor, seeking feedback, etc.).
- One to two suggestions for short assignments that participants will complete after the classroom experience to practice what they have learned on the job.

Instructors

The Contractor shall provide qualified instructor(s) with appropriate and current certification(s), capable of delivering instruction for selected courses to the County audience. Instructors shall:

- Possess credentials that are necessary to teach the requested course(s).
- Create a safe learning environment where participants are able to ask questions, experiment with new behaviors, and make mistakes.
- Address concerns, issues and relevant ideas generated by participants in the classroom, and adjust the agenda as necessary.
- Handle a variety of participant behaviors and attitudes with respect and professionalism that maintains learning momentum and channels disruptive behavior productively.
- Surface the thoughts that drive behavior, and recognize and take advantage of coachable moments.
- Where appropriate, incorporate somatic (felt, sensation-based) experience that increases the leader's awareness and understanding leading to the adoption of new behaviors.
- Present models and techniques in a straightforward and clear manner so that they are easy to remember and utilize.
- Possess a good understanding of Arlington County's competencies, strategy, business environment, and culture.
- Reflect the diversity of the County workforce and design training and use tools that reflect the diversity of our workforce.

Organizational Development

When OD Services are needed, a separate statement of work, including tasks and deliverables, will be developed by the County organization requesting the services, the Contractor and the Talent Management Division Staff. OD Services shall include:

- Consistency with County's competencies, strategy, business environment, culture, and demonstrates multicultural sensitivity.
- Handle a variety of participant behaviors and attitudes with respect and professionalism that maintains learning momentum and channels disruptive behavior productively.
- Present recommendations in a straight forward and clear manner so that they are easy to understand and implement.

If training is determined to be a part of the intervention, those services will be separately assigned under the contract. They may be provided by the same firm which is providing the OD Services.

The Contractor shall possess or be able to gain access to, at a minimum, an employee or sub-contractor who possess the following certifications/credentials:

- Myers Brigg Type Indicator (MBTI);
- Emotional and Social Competency Inventory (ESCI) (Hay Group);
- Denison Leadership Development Assessment Model;
- Denison Organizational Culture Assessment Model; and/or
- Emergenetics.

Executive Coaching

When Executive Coaching is needed, a separate statement of work, including tasks and deliverables, will be developed by the County organization requesting the services, the Contractor, and the Talent Management Division staff. Executive Coaching Services shall include:

- Consistency with County's competencies, strategy, environment, culture, and demonstrates multicultural sensitivity.
- Handle a variety of participant behaviors and attitudes with respect and professionalism that maintains learning momentum and channels disruptive behavior productively.
- Possess a good understanding of Arlington County's competencies, strategy, business environment, and culture.

Coaching services will be sought to help County leaders improve their learning and performance in-person and/or via telephone. The results sought from coaching shall be observable, measurable and meaningful both to the individual and the organization. Specifically, coaching will help County leaders to:

- Make desired changes;
- Examine patterns, behaviors, assumptions and perspectives and make conscious choices;
- Support the client's somatic (felt, sensation based) experience that increases the client's awareness and understanding leading to the adoption of new behaviors;
- Achieve desired goals; and
- Clarify strengths, vision and values.

The Contractor shall adhere to the Code of Ethics for Coaches as spelled out by the International Coach Federation at the following website: <http://www.coachfederation.org/ethics/>.

All coaches shall possess an International Coach Federation (ICF) certification.

Services could include, but are not limited, to:

- Executive Coaching – Work with executives for discrete periods of time on specific goals and objectives.
- Team Coaching – Work with a team for a discrete period of time to address specific goals and objectives.

Online Training For Areas In Competency Model And Technology

Online/web-based courses must:

- Address the areas in Arlington County's Competency Model as well as computer applications/technology to be used in Arlington County for the next seven years.
- The courses shall be accessible via an internet browser with no additional downloads required.
- Utilize audio and video to present engaging courses.
- Presented in 5 – 20 minute sessions.
- Consist of clear, well-designed modules which are conducive to online adult learning.
- The online learning content must be Section 508 compliant and Sharable Content Object Reference Model (SCORM) certified.

Additionally, County staff be able to run reports that contain names of participants, date and time the participant accessed the course, completion rates and, completion scores.

Ownership Of Contract Deliverables

Arlington County retains the sole right to use, duplicate, or distribute internally all programs, materials, or instruments developed or administered as the result of this contract.

Project Work Assignment Process

A project is defined as:

- All General Training and Diversity Training courses scheduled to be taught by a contractor on a quarterly basis
- Each individual Leadership Development cohort scheduled per fiscal year
- Each Executive Coaching or OD engagement scheduled per fiscal year.

Project Less than \$10,000:

For any project that is less than \$10,000, Talent Management Division staff will determine "best fit" based on the information provided in Proposal Requirements Section of the Contractor's proposal submitted in response to this RFP.

Project Exceeding \$10,000:

The criteria on the following table will be used by the Talent Management Division staff to assign work for a project that exceeds \$10,000.

Category	Selection criteria	Typical Project Duration
Coaching	<ul style="list-style-type: none"> • A binder of approved coach résumés will be maintained by the Talent Management Division. • The potential County client will review the résumés and select a minimum of 3 coaches for 30 minute sample sessions. • The County client will complete a short evaluation on how they chose their coach, which will be provided to and maintained by Talent Management Division staff. The evaluation will explain what they were looking for in terms of: <ul style="list-style-type: none"> ○ Coach's experience or particular focus in coaching ○ Personal fit: someone I can work with? ○ Outcome of sample session ○ References ○ Previous evaluation, if applicable ○ Cost 	Varies
OD Engagements	<ul style="list-style-type: none"> • The requesting staff member (from HR or other County Department) will send out a scope of work (SOW) to all firms listed under the OD category. • Firms will be required to submit a proposal containing sufficient information for the County staff to evaluate based on the criteria listed below. • If necessary, the County will request interviews with firms to explore the right fit with the scope of work. • The requesting County representative, and Talent Management Division staff as necessary, will then complete an evaluation based on: <ul style="list-style-type: none"> ○ Evidence of skill set ○ Fit ○ References ○ Previous evaluation (if applicable) ○ Cost 	Varies
General Training: Leadership and Individual Development and/or Computer and Technology	<ul style="list-style-type: none"> • A spreadsheet of firms and their offerings, as submitted in the original proposal in response to this RFP and as supplemented by the Contractor and approved by the County during the Contract Term, will be maintained by the Talent Management Division. • Proposed course materials will be reviewed by Talent Management Division staff, as submitted in the original proposal in response to the RFP and as supplemented by the Contractor and approved by the County during the Contract Term, to evaluate for best fit for courses being offered for a three month period. • If necessary, a sample session will be requested by Talent Management Division staff. • The proposed course materials and the sample session, if applicable, will be evaluated by Talent Management Division staff to determine best fit with audience including: <ul style="list-style-type: none"> ○ Presenter's style and ability ○ Evidence of skill set ○ References as submitted in response to this RFP ○ Previous evaluations (if applicable) ○ Cost 	Scheduled in 3 month intervals

Category	Selection criteria	Typical Project Duration
General Training: Cohort Development Programs	<ul style="list-style-type: none"> • A spreadsheet of firms and their offerings, as submitted in the original proposal submitted in response to this RFP and as supplemented by the Contractor and approved by the County during the Contract Term, will be maintained by the Talent Management Division. • Proposed course materials will be reviewed by Talent Management staff, as submitted in the original proposal in response to the RFP and as supplemented by the Contractor and approved by the County during the Contract Term, to evaluate for best fit for courses being offered for a three month period. • If necessary a sample session will be requested by Talent Management Division staff. • The proposed course materials and the sample session, if applicable will be evaluated to determine best fit with audience including: <ul style="list-style-type: none"> ○ Presenter's style and ability. ○ Evidence of skill set ○ References as submitted in response to this RFP ○ Previous evaluations (if applicable) ○ Cost 	5 weeks -8 months
Diversity	<ul style="list-style-type: none"> • A spreadsheet of firms and their offerings, as submitted in the original proposal submitted in response to this RFP from the successful firms, will be maintained by the Talent Management Division. • Proposed course materials will be reviewed by Talent Management staff, as submitted in the original proposal in response to the RFP and as supplemented by the Contractor and approved by the County during the Contract Term, to evaluate for best fit for courses being offered for a three month period. • If necessary a sample session will be requested by Talent Management Division staff. • The proposed course materials and the sample session, if applicable will be evaluated to determine best fit with audience including: <ul style="list-style-type: none"> ○ Presenter's style and ability ○ Evidence of skill set ○ References as submitted in response to this RFP ○ Previous evaluations (if applicable) ○ Cost 	Scheduled in 3 month intervals

**AGREEMENT NO. 547-13
ATTACHMENT A**

LIST OF SERVICES OFFERED

SERVICE	SUBMITTING PROPOSAL
GENERAL TRAINING	X
LEADERSHIP & INDIVIDUAL DEVELOPMENT	X
COHORT DEVELOPMENT PROGRAMS	X
COMPUTER & TECHNOLOGY	<input type="checkbox"/>
DIVERSITY TRAINING	X
EXECUTIVE COACHING	X
ORGANIZATION DEVELOPMENT SERVICES	X

OFFEROR'S NAME: Zelos, LLC

**AGREEMENT NO. 547-13
EXHIBIT B**

PRICING SCHEDULE

Zelos, LLC
On-site Training (General, Leadership)
Diversity
Coaching
OD Services

GENERAL INSTITUTE TRAINING COURSE FEE STRUCTURE	
DAILY RATES	\$2,250.00
HALF DAY RATES	\$1,450.00
LEADERSHIP AND DEVELOPMENT TRAINING COURSE FEE STRUCTURE	
DAILY RATES	\$2,250.00
HALF DAY RATES	\$1,450.00
COMPUTER & TECHNOLOGY TRAINING COURSE FEE STRUCTURE	
DAILY RATES	n/a
HALF DAY RATES	n/a
DIVERSITY TRAINING COURSE FEE STRUCTURE	
DAILY RATES	\$2,250.00
HALF DAY RATES	\$1,450.00
EXECUTIVE COACHING SERVICES	
HOURLY	\$245.00
PACKAGE RATE	\$225.00 (per hour phone coaching)
ORGANIZATION DEVELOPMENT SERVICES	
DAILY RATE	\$2,250.00
HOURLY RATE	\$281.25
NEW COURSE DEVELOPMENT	
HOURLY RATE	\$150.00



readyquote

all-inclusive

Date: February 28, 2013
Company: Zelos



King Street Station
1800 Diagonal Road, Suite 600
Alexandria, VA 22314

GO ALL-INCLUSIVE AND SAVE.

With our all-inclusive plan, you get everything you need in one simple, easy-to-understand package including:

- Fully furnished professional office space
- 8 hours of conference room time per company
- Multi-line telephone with private phone number per workstation
- Internet access per workstation
- Unlimited domestic/local long distance calling per workstation
- Unlimited B&W copies and scans per workstation
- Community cafe with complimentary gourmet coffee, tea & filtered water
- Incoming mail and custom receptionist service
- One fax line per company
- Access to office on a 24/7 basis
- Self-service use of business center including: copier, fax, overnight courier supplies
- All additional operating costs: power, water, heat, cleaning & building maintenance

WHY CARR?

Carr Workplaces provides fully staffed, move-in ready workspaces for independent professionals and rapidly evolving companies on highly flexible terms, so you can focus on what's really important – growing your business.

OFFICE OPTIONS:

Office Type	# People	Office Price All-Inclusive
673 (130 SF Interior)	2 People	\$1,695 per month (with all above)
673 (130 SF Interior)	2 People	\$1,485 (mail, phone and internet only)
Dedicated desk in co-working office	2 Workstations	\$1,100 per month (mail, phone, internet only)
*Parking = \$170/mo. per space		
One-Time Set-up Fee:		\$150
Refundable Service Retainer		(2x's office monthly rate)

Pricing dependant on availability.
A la carte office pricing is also available.

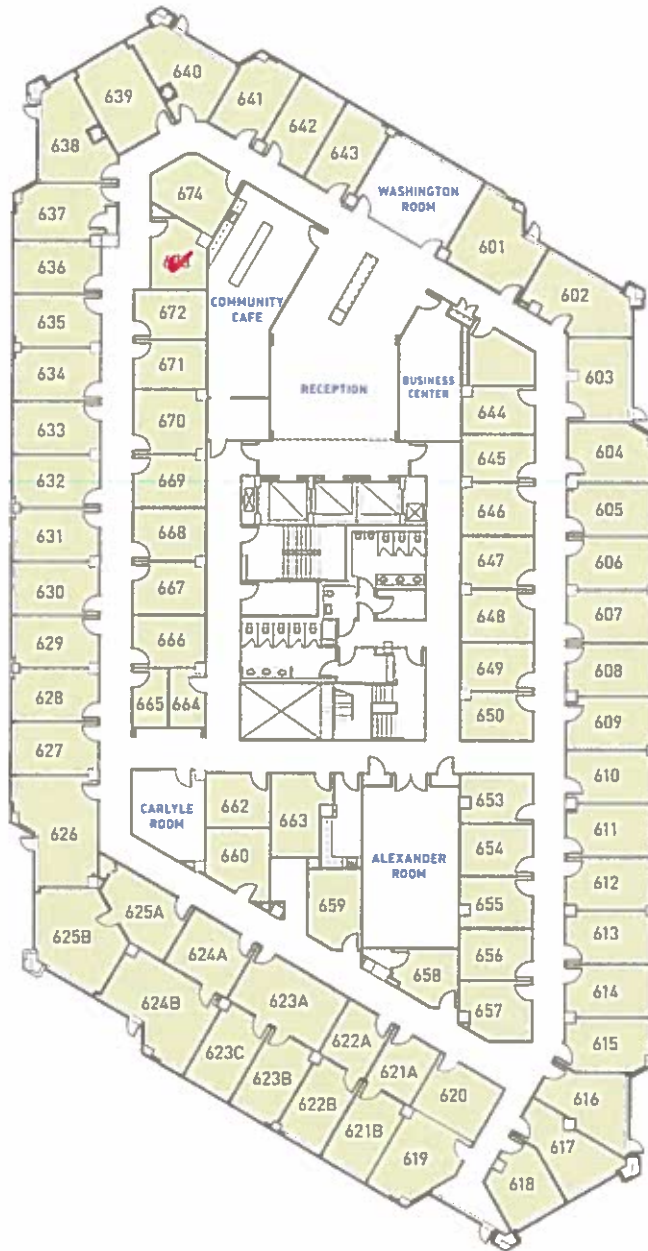


King Street Station



AMENITIES

- > Ideally located adjacent to King Street Metro and Amtrak
- > Two metro stops from Washington Reagan National Airport
- > Beautiful Class A building
- > Steps away from the USPTO & Federal Courthouse
- > The offices, located on the top floor of the building, offer panoramic views of Alexandria
- > Impressive conference rooms with views of the George Washington National Masonic Memorial
- > The building offers garage parking with valet services



DON'T FORGET THE PERKS.

As a member of the Carr Workplaces' community, you'll also enjoy:

- > Discounts on FedEx services, office supplies & hotels
- > Special monthly rates on managed IT services
- > Health insurance referral program for small businesses
- > Client Care web portal for easy bill pay & account management
- > Monthly networking events



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER The Tufts Insurance Agency 610 Herndon Parkway, Suite 750 Herndon, VA 20170 Thomas Tufts	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Insurance Group</td> <td>11000</td> </tr> <tr> <td>INSURER B : Philadelphia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Insurance Group	11000	INSURER B : Philadelphia Insurance Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
INSURED Zelos, LLC Stacia Aylward 1800 Diagonal Rd #600 Alexandria, VA 22314															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		42SBPM18160	10/02/2013	10/02/2014	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY	X		42SBPM18160	10/02/2013	10/02/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (PER ACCIDENT) \$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
B	Professional Liab			PHSD894080	11/12/2013	11/12/2014	Occurrence 1,000,000	
							Aggregate 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is automatically added as additional insured as their interests appear when required by contract. General Liability policy automatically provides coverage for Contractual Liability.
Contract Number - (547-13-24)

CERTIFICATE HOLDER The County Board of Arlington County, VA c/o The Purchasing Agent 2100 Clarendon Boulevard, #500 Arlington, VA 22201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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