

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	June 13, 2016
Polihire, LLC	CURRENT CONTRACT NO:	16-039-RFP-2
1300 Pennsylvania Avenue, NW, F17	CONTRACT TITLE:	HR – Executive and Hard-to-Fill Search Services
Washington, DC 20004	PRIOR CONTRACT NO:	

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 awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on May 31, 2019.

This is the FIRST term award notice. Possible TWO additional 2-year renewal periods.

The contract documents consist of the terms and conditions of Agreement No. 16-039-RFP-2 including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

- 1) REFER TO ATTACHMENT A TO AGREEMENT No. 16-039-RFP-2
- 2) PRICING FIRM UNTIL MAY 31, 2018. OPTIONAL PRICE INCREASE THEREAFTER BASED ON JANUARY CPI-U.

ATTACHMENTS:

- 1) AGREEMENT No. 16-039-RFP-2

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: <u>Kenyatta Uzzell</u>	TELEPHONE NO.:	<u>202 821 2073</u>
	EMAIL ADDRESS:	<u>kenyatta@polihire.com</u>
COUNTY CONTACT: <u>Jeanne Wardlaw</u>	TELEPHONE NO.:	<u>703-228-3449</u>
	EMAIL ADDRESS:	<u>jwardl@arlingtonva.us</u>

CONTRACT AUTHORIZATION

DISTRIBUTION

K Hepler
Krystyna Hepler CPPB
Assistant Purchasing Agent

6/13/2016
Date

VENDOR: 1
BID FOLDER: 2

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

AGREEMENT NO. 16-039-RFP-2

THIS AGREEMENT is made, on the date of execution by the County, between Polihire, LLC, 1300 Pennsylvania Avenue, NW F17, Washington, DC 20004 ("Contractor") a Virginia Limited Partnership authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Attachment A – Scope of Work
- Attachment B – Contract Pricing

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 will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will 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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Attachment A), the primary purpose of the Work is to provide **executive and hard-to-fill search services** for the County. It will be the Contractor's responsibility, at its 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 limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than May 31, 2019 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than two (2) additional 24-month periods, from June 1, 2019 to May 31,

2023 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Attachment B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Attachment A unless those additional goods or services are covered by a fully executed amendment to this Contract.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until May 31, 2018 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will apply to the Contract base rates only, and will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in January of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

7. PAYMENT

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total work done during the preceding month, broken out by task. The Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within 30 days after receipt of an approved invoice.

The invoice must be based on an estimated percentage of the total work under each task that was completed during the month, subject to the Project Officer's acceptance of the work and the estimate. The County will not pay more than amount allocated for any task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor to complete the task.

The number of the County Purchase Order by which shipments have been made or services have been performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Attachment B will be reimbursed, with an advance written approval by the County Project Officer. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Attachment B.

9. REIMBURSABLE TRAVEL-RELATED EXPENSES

The provisions of this paragraph apply to the Contractor's employees and any candidates considered for County positions. All travel-related expenses must be approved in writing in advance by the County Project Officer.

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

10. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment 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 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 will accrue at the rate of 1% per month.

The Contractor must 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.

11. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

12. NON-APPROPRIATION

All 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 ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

13. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that 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 County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

14. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

15. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

16. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then 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 and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

17. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

19. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

20. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

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

1. Termination for Unsatisfactory Performance. 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 them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. The Contractor must submit any request for Termination Costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for Termination Costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

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

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

21. INDEMNIFICATION

The Contractor covenants for itself, its employees and its 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 Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure 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 Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

24. OWNERSHIP AND RETURN OF RECORDS

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

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

The provisions of this section will survive any termination or cancellation of this Contract.

25. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

26. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including 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 proposal was made without collusion or fraud; 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.

27. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

29. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

30. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or 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 or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

31. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

32. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

33. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's

fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

34. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

35. AMENDMENTS

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

36. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

37. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. 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 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

38. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

39. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

40. NONEXCLUSIVITY OF REMEDIES

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

41. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

42. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

43. ATTORNEY'S FEES

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

44. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

45. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

46. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

47. NOTICES

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

TO THE CONTRACTOR:

K.L. Uzzell, President
Polihire, LLC
1300 Pennsylvania Ave, NW F17
Washington, DC 200004

TO THE COUNTY:

Jeanne Wardlaw, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

48. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

50. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

51. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's 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 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations,

contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.

- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Errors and Omissions - \$1,000,000 per occurrence, \$2,000,000 annual aggregate.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is 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 whom the Contractor employs directly.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

POLIHIRE, INC.

AUTHORIZED
SIGNATURE: *K. Kleper*

AUTHORIZED
SIGNATURE: *K. L. H. H.*

^{for}
NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

NAME AND
TITLE: *Kenneth L. Hensley, President*

DATE: *6/10/2016*

DATE: *5-27-16*

Attachment A

Scope of Work

The Contractor must be able to meet the following objectives:

- Identify leadership competencies and desired behaviors and skills to be reflected in the job announcement or marketing materials.
- Conduct an analysis of market conditions and develop an approach to represent the County in a way that attracts top talent.
- Outline methods of sourcing a strong candidate pool using professional networks and referrals, industry associations, social media, community resources, and other avenues that account for active and passive candidates and internal and external candidates.
- Evaluate candidate pool on competencies, technical expertise, and desired behaviors.
- Prepare candidate profiles to identify strengths, areas of development, current compensation, career goals, and other related considerations that may impact performance and suitability.
- Recommend candidates who bring training, experience and personal characteristics required for successful performance of the position being recruited.
- Recommend candidates whose backgrounds reflect racial, cultural and gender diversity.
- Share with the County the numbers of diverse candidates contacted during various steps within the process.
- Conduct recruitment activities within established industry professional and ethical standards and in compliance with all applicable federal, state and local regulations.
- Work collaboratively with County staff to understand the organization and its unique culture, style and structure.

SCOPE OF WORK:

The following are the major services that may be required of the successful Contractor(s) at the discretion of the County. Additional services, not listed in this Scope of Work, may be required if deemed appropriate and/or necessary for a particular recruitment.

Recruitment Process:

1. Develop a recruitment plan or process timeline for each recruitment detailing the steps to be taken in the recruitment process, the length of time associated with each step and the individual(s) responsible for each step. This will include an approach appropriate for the position that is designed to identify applicants who have a proven track record in the desired area of expertise ideally in a local government or similar setting. The recruitment plan must specifically describe timelines for accomplishing recruiting efforts and the marketing, advertising and recruiting strategies that will be used to identify and attract a qualified diverse pool of candidates. The recruitment plan will employ all tools and resources necessary to recruit a diverse applicant pool using targeted recruitment efforts and will include, but will not be limited to, the use of relevant professional memberships and networks, as well as referrals and social media designed to identify potential candidates or contacts. It must also include outreach efforts designed to solicit interest in the position. The recruiting plan must consider issues of confidentiality and approaches most likely to attract top candidates.

2. Marketing materials, such as a brochure and ads, will be designed by the Contractor to attract top candidates and will be used to identify and attract a qualified diverse applicant pool. Marketing materials, such as a job announcement, brochure and ads, should include a detailed description of the position and organization, challenges, issues or priorities, competencies of the ideal candidate, and a description of compensation and benefits. Materials should also include instructions for applying and recruitment timeline /deadline. Marketing materials must also detail requirements for a cover letter or other desired materials that may be used to conduct initial screening of candidates.
3. Develop a position description for each recruitment assigned, to include developing a comprehensive understanding of the duties and responsibilities of the vacant position and developing a written position description following County format prior to initiating the recruitment process. This includes developing organizational and job/position profiles as well as qualification criteria (i.e. minimum qualifications and desirable education or experience) using County-provided information related to the position. This information will be used as the basis for screening and qualifying candidates.

Deliverables for items 1.-3. shall include: a position description, a recruitment plan, and recruiting/marketing materials (job announcement, brochure and ads) for use in a variety of mediums, to include social media and professional networks. Each of these deliverables will be submitted to County staff for approval prior to launching the recruitment.

Applicant Screening and Outreach:

4. Manage candidates' resumes and application materials throughout the recruitment process to include maintaining contact with potential applicants to maintain interest. It also includes responding to inquiries and questions from candidates and providing status notification to candidates.

Develop a screening plan and conduct candidate screening. The Contractor shall develop a plan for screening candidates, conduct initial screening, and provide the County with preliminary candidate lists and candidate profiles of individuals meeting the desired requirements. This initial screening process shall include conducting multiple screening processes including, but not limited to, telephone interview screenings, simulations, or panel interviews, as methods of vetting candidates based upon a set of job related qualifications so that only the best candidates move forward in the selection process.

The screening plan shall include a plan for providing applications and candidate profiles for County review and a plan to provide evaluation information such as candidate profiles at periodic intervals so that County staff is able to more accurately assess the progression of the search. Ultimately, the applicant pool should include a sufficient number of diverse, well qualified candidates deemed acceptable by the County.

Initial Screening (professional reference checks): The Contractor shall conduct an initial professional reference check of top candidates to include a thorough internet search of the well qualified candidates prior to presenting them to the County. The objective of the internet search is to identify publicly disclosed and available information which could be relevant to the candidate's consideration for the position. The Contractor shall record and

report information about each candidate obtained from reference checks in the candidate profile.

Candidates shall be evaluated strictly on merit, without regard to race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, genetic information and other non-merit factors.

Deliverables for item 4. shall include: a screening plan for identifying the most qualified candidates and a professional reference check screening plan submitted to County staff for approval. In addition, results of the professional reference check screening efforts, a list of top candidates, and candidate profiles from the initial screening shall be provided to County staff.

5. Candidate Interviews: the Contractor shall work with County staff to develop and implement a selection process for evaluating final candidates for the position, to include coordinating oral panel interviews that include behavioral interview questions and a plan for evaluating candidate responses. The Contractor shall be responsible for the overall management of the selection process and shall facilitate the oral panel interview and candidate evaluations that may include training for interview panel members. Interviews shall be conducted onsite at the designated County location and any required candidate travel shall be approved in advance by County staff, and shall meet County requirements for reimbursement of travel costs.
6. Reference Checks and verification of credentials: the Contractor will conduct a minimum of four (4) professional reference checks for each candidate, and extensive background investigations shall be conducted for all finalists with findings forwarded to the County for consideration in the form of a summary. At a minimum, reference checks will consist of the each finalist's prior and current supervisor, and references from peers or subordinates. References may also be requested from stakeholders if relevant to the position. The reference check will include verifying places of employment during the past 10 years. Any inconsistencies or inaccuracies in information provided by the applicant will result in termination of the applicant's candidacy. The Contractor shall also work with the County to ensure a thorough background investigation is conducted on any candidate receiving a job offer that includes, but is not limited to, verification of all academic credentials and/or licenses, Department of Motor Vehicles, criminal and credit history, and civil litigation checks.
7. Offer Coordination and Acceptance and Placement Guarantee: the Contractor shall discuss terms of employment and will work with County staff to coordinate the job offer with the selected candidate when County staff has determined an offer is appropriate. The Contractor will work with the County staff to develop an offer of employment and shall coordinate with the candidate and County staff until a confirmation letter from the candidate accepting the offer is provided to County staff.

The Contractor shall provide a placement guarantee so that if the selected individual leaves for any reason other than an act of God within the first year, the Contractor will repeat the search at no additional cost to the County. The Contractor shall also agree to repeat the search at no cost to the County if the County is not satisfied with the candidates presented after the search is completed. In addition, the Contractor shall not approach the selected individual for any other position as long as the individual is employed by the County.

8. Summary report of recruitment and selection efforts: the Contractor will provide a summary report within 30 days after the selected candidate's start date with the County that outlines the entire recruitment and selection process.

Deliverables for items 5.-8. will include: coordination of candidate interviews, oral panel interview questions and an evaluation plan, facilitation of the selection process to include training of the oral panel members if needed, results of reference checks and verification of credentials in the form of candidate profiles, coordination of background checks, coordination of the job offer, and a summary report of recruitment and selection efforts.

ASSIGNMENT OF SEARCH PROCESS TASKS

The criteria in the following table will be used by the County staff to assign the work to the Contractor(s) for Executive and Hard to Fill position recruitments:

Category	Selection Criteria
Executive Recruitment	<ul style="list-style-type: none"> • A Scope of Work (SOW) will be sent out to all Contractors listed under the Executive Search category requesting submission of proposals by the deadline stated in the SOW. • Contractors must submit a proposal containing sufficient information for the County staff to evaluate based on the criteria listed below. • The estimate of costs and person hours per work item must be an exhibit in the Contractor's proposal and must be represented as a "not to exceed cost". <i>(NOTE: The County does not allow up-front payments for the entire recruitment process)</i> The Contractor shall include all of the items below as part of their cost: <ul style="list-style-type: none"> ▪ Schedule for billing for services. ▪ Fees and related costs charged to the County. ▪ Description of all items included in the cost amount and a statement as to what costs are excluded from the not-to-exceed cost amount and considered a separate charge for the search. ▪ Costs must be detailed in such a way so that they could be presented to an auditor, if requested. • If necessary, interviews will be requested with Contractors to explore the right fit with the SOW. • Representatives from Human Resources and the Department requesting the recruitment will evaluate the Contractors' proposals and determine the most qualified firm based upon the following evaluation criteria: <ul style="list-style-type: none"> ▪ Evidence of skill set ▪ Fit ▪ References ▪ Cost ▪ Quality of work
Hard to Fill Positions	<ul style="list-style-type: none"> • A Scope of Work (SOW) will be sent out to all Contractors listed under the Hard to Fill Position(s) Search category requesting submission of proposals by the deadline stated in the SOW. • Contractors must submit a proposal containing sufficient information for the County staff to evaluate based on the criteria listed below. • The estimate of costs and person hours per work item must be an exhibit in the

	<p>Contractor's proposal and must be represented as a "not to exceed cost". <i>(NOTE: The County does not allow up-front payments for the entire recruitment process)</i></p> <p>The Contractor shall include all of the items below as part of their cost:</p> <ul style="list-style-type: none"> ▪ Schedule for billing for services. ▪ Fees and related costs charged to the County. ▪ Description of all items included in the cost amount and a statement as to what costs are excluded from the not-to-exceed cost amount and considered a separate charge for the search. ▪ Costs must be detailed in such a way so that they could be presented to an auditor, if requested. <ul style="list-style-type: none"> • If necessary interviews will be requested with Contractors to explore the right fit with the SOW. • Representatives from Human Resources and the Department requesting the recruitment will evaluate the Contractors' proposals and determine the most qualified firm based on the following evaluation criteria: <ul style="list-style-type: none"> ▪ Experience and evidence of skill set to place successful candidates in the particular vacant Hard to Fill position ▪ Fit ▪ References ▪ Cost ▪ Quality of work
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CONTRACTOR STAFF

The Contractor shall provide a qualified Project Manager assigned to the County recruitments, who will be the primary point of contact between the County and the Contractor. The role of the Project Manager shall be, at a minimum, to initiate the recruitment, manage and provide guidance to the team, and ensure that the team is meeting the budget and schedule.

Attachment B

Contract Pricing

The below fees for the Contractor to conduct executive and hard-to-fill recruitment services are inclusive of all services, to include position advertising and all necessary meetings. Travel expenses incurred by candidates for on-site interviews with the County are paid by the County, and, if paid for by the Contractor, will be billed to the County at Contractor's cost.

One third of the fee will be invoiced at the signing of the search agreement and delivery of the search plan. The second third will be invoiced upon identification of semifinalists. The final third will be due following the first day of employment of the selected candidate, if the candidate's first day of employment is within 30 days of the offer, or will be negotiated between the County and the Contractor if the candidate's first day of employment is beyond 30 days of the offer. The County reserves the right to renegotiate payment schedule for particular recruitments.

Task	Cost
Position Analysis	\$2,800
Recruitment	\$4,500
Preliminary screening	\$3,000
Identification of semi-finalists	\$4,000
Presentation of Candidates & Selection of Finalists	\$3,700
Total	\$18,000

If the Contractor is unable to fill a position within the agreed upon timeframe without notifying the County in advance of the change in the project timeline and obtaining the County's approval, no further payment will be due of the County.

The Contractor will consider offering discounts to the County once they have completed two searches within a fiscal year.

Any additional services outside of this Scope of Work shall be paid at the fully burdened hourly rates listed below:

Position	Hourly Rate
Project Manager	\$141
Consultant/Recruiter	\$90
Associate	\$65

The Contractor shall not directly solicit any candidates selected under this contract for any other position while the candidate is employed with the County.