

AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 1st day of August, 2016, by and between the **FAIRFAX COUNTY WATER AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "FW", and **THOMPSON & ASSOCIATES, INC.** hereinafter referred to as the "Contractor" (collectively referred to as the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall provide Human resources Training and Organizational Development Programs and Services in accordance with the following, in order of precedence: this Agreement for Service ("Agreement" or "Contract"); the Contractor's proposal dated May 12, 2016 (Exhibit I); and FW's Request for Proposal dated May 12, 2016 (including all addenda) (Incorporated by reference) (Exhibit II). In the event that Exhibits I and II contradict or limit this Agreement for Service, this Agreement shall prevail.

No representations, arrangements, understandings or agreements relating to the subject matter exist amongst the parties except as expressed in this Agreement.

1.0 SCOPE OF SERVICES

1.1 General Description of Summary and Requirements

Fairfax Water vision is to aspire to remain a respected industry leader, upholding its customers' trust by providing water of exceptional quality and reliability, at a reasonable price, while supporting the high quality of life and economic vitality of the region." In addition, the mission of the organization is to provide its customers with reliable and abundant water of exceptional quality at a reasonable price."

Fairfax Water has approximately 440 full time active employees. The workforce is made up of 26 managers and directors and about 50 supervisory positions. The Human Resources Department provides services and support to all managers and employees in the delivery of training and development, employment, recruitment, employee relations, coaching, benefits, compensation, policy development, communication and other workforce programs as needed.

Fairfax Water training programs are designed in support of the organization's vision, mission and values. The core values of Fairfax Water are:

- Provide Quality Water Services
- Remain Customer Focused

5. The experience, knowledge and the ability to assist in the development and implementation of employee competencies and a succession planning strategy and program.
6. Format of training courses shall include the learning objectives, course outline, course description, identification of target audience, participant training materials, facilitator's guides, reading materials, case studies and scenarios and interactive activities.
7. Training providers shall supply training supplies and materials that will be used including but not limited to flip charts, power point presentations, markers, copies of participant materials and reading materials.
8. Examples of training programs shall include but are not limited to: leadership management topics i.e. critical thinking, building trust, negotiating, change management, facilitation, effective meetings, listening, communication, resilience, presentation and public speaking skills, performance management, coaching and team development. Examples of non-supervisory training topics include listening and communication skills, time management, accepting and giving feedback, and respectful workplace. Examples of training on legal topics i.e. employment laws, harassment in the workplace, disabilities and employment. Examples of e-learning programs i.e. computer training, videos on management topics.
9. **Organizational Development (OD)**
OD consulting services, including facilitation, assessments for individuals and groups (e.g., 360 degree, Myer-Briggs Type Indicator (MBTI), Gallup Assessment etc. will be contracted on a case-by-case basis and will include a separate statement of work to be developed by Fairfax Water. Training may be provided by the same firm that provides the OD work, provided the contractor is approved as a vendor for that particular subject matter. . The experience and certifications in the management and administration of Employee Assessments and Surveys.
10. **Executive Coaching**
Coaching services are sought to help Fairfax Water leaders improve their learning and performance. The results sought from coaching shall be

1.5 Course Delivery

- A. Hours – Official business hours are from 8:00 a.m. to 4:30 p.m. Monday through Friday, but to accommodate shift workers, some services will be required at alternative times at the same rate. When alternative scheduling is necessary, it will be determined by the needs of the workgroup and time negotiated with the contractor. Offeror(s) shall make every attempt to ensure that training over a period of consecutive days, avoids breaks in the service delivery to the extent reasonably possible.**
- B. Substitutions – Any necessary staff changes shall be reported along with the substitute's bio and resume. Further Fairfax Water expects the proposed substitute worker to be of comparable professional background and experience. Fairfax Water may elect to interview the substitute and retains the right to approve or reject any substitutions.**
- C. Facility, Materials and Administrative Procedures –Fairfax Water will provide a site suitable to the work design. The contractor shall identify site and equipment needs in order to ensure their availability for the time scheduled and such equipment may be provided as agreed upon. It is also the contractor's responsibility to provide sufficient sets of copies of materials for each participant and any other aids, including audio-visual aids. The contractor shall supply all technology requirements for training classes at least two weeks prior to the class offering date.**
- D. Audio/Video, Streaming Content –Fairfax Water retains the right to record a class session for review at a later day, by a defined audience. In addition Fairfax Water may request a blended training course that combines some online/eLearning and instructor-led components to a training class. Streaming content may be broadcast over Fairfax Water's infrastructure as needed to deliver class material to larger audiences and the contractor is responsible for ensuring all copyright laws and requirements are adhered to during this time. Distribution may occur or be prepared for distribution at an open enrollment Lunch and Learn or similar gathering.**
- E. Pilot Classes – The contractor agrees to pilot and offer the first class at a minimal cost to a defined group of participants which may include high level managers and decision-makers. Changes to pilot classes will be made prior to regular schedule implementation and prior to the next scheduled offering of the class.**

provided.

3. The provider may be required to meet with the Human Resources Department staff and provide a briefing on the training.

4. All changes to the vendor information including: corporate address, addresses for payment remittances, W-9 changes, etc., must be made in writing to the Finance Department and provided to the Human Resources Department.

2.0 TERMS AND CONDITIONS

This Agreement is subject to the following Terms and Conditions:

2.1 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to FW all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by FW.

2.2 Annual Economic Price Adjustment

2.2.1 The contract term shall be August 1, 2016 through July 31, 2017. This contract may be renewed for up to four additional one-year periods.

2.2.2 In the case of annually renewable contracts, the Contractor may submit a request for contract price increases once annually for each renewal year. Economic increases shall be limited to the increase specified in the Bureau of Labor Statistics (BLS) for the 12 month period ending 90 days prior to the end of the then current contract year.

2.2.3 Negative BLS index: If the agreed upon index is a negative number the contractor shall immediately reduce contract rates by the same amount for the duration of the contract year.

2.3 Assignment of Interest

The Contractor shall not assign any interest in any resulting Contract and shall not transfer any interest in the same without prior written consent of FW, which FW shall be under no obligation to grant.

Contractor shall present FW with all vouchers and records of expenses incurred and savings realized. FW shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by Notice to the Purchasing Department. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by FW or with the performance of the contract generally.

2.7 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.

2.8 Employment Discrimination by Contractor Prohibited; Required Contract Provisions*

The following provision is required to be in every contract of more than \$10,000 (Virginia Public Procurement Act, § 2.2-4311)

A. During the performance of any ensuing contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor is bound by the following:

- A. The Contractor shall indemnify, save harmless and defend FW, or any employee of FW, against liability for any suits, actions, or claims of any character whatsoever arising from or relating to the performance of the Contractor or its subcontractors under this contract.
- B. FW has no obligation to provide legal counsel or defense, or pay attorney's fees to the Contractor or its subcontractors in the event that a suit or action of any character is brought by any person not party to the contract, against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- C. FW has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- D. The Contractor shall immediately notify FW of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with FW in the defense or investigation of any suit or action made or filed against FW as a result of or relating to the Contractor's performance under this contract.
- E. The Contractor shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights arising from or related to performance of the resulting contract and shall save FW harmless from any and all loss, including Attorneys' fees arising out of any such claim.

2.14 Insurance

- A. Before commencing the work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to FW to cover loss or liability arising out of the Work. All insurance policies must be underwritten by insurers authorized to conduct business within the Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.
- B. The Contractor shall immediately notify FW of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with FW in the defense or investigation of any suit or action made or filed against FW as a result of or relating to the Contractor's performance under this contract.

term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

2.16 Payment

- A. **Invoices:** All invoices are to be sent directly to FW Accounts Payable department by mail, fax, or E-mail. Invoices shall include the FW Purchase Order / Contract number and the contractor's FEIN. Invoices are not to be sent to the contract Project Manager, or other departmental reps. Failure to comply may result in late payments for which FW will not be liable.
- B. **Terms:** All payments will be Net 30 from the date of receipt of a valid invoice at the FW Finance Department. Payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- C. **Invoices:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. Invoices shall show the FW Purchase Order or contract number and either the social security (for individual Contractors) number or the federal employer identification number (for proprietorships, partnerships, and corporations) and are subject to review and approval by the FW Project Manager.
- D. **Partial Payments:** Requests for partial payments or advanced payments must be submitted as part of the Price Offer along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Offeror must waive the requirement in order to remain in consideration.
- E. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, FW shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

2.17 Payment Clauses Required in All Contracts*

Section § 2.2-4352 of the Virginia Public Procurement Act requires the following:

- A. That any contract awarded by FW include the following clauses:

- B. If, after issuance of a notice of termination under this Section it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties shall be the same as if the notice of termination had been delivered under the provisions of subsection B (termination for convenience) hereof; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written notice of such termination. Any compensation due the Contractor pursuant to subsection B shall be offset by the cost to FW of remedying the default by the Contractor. The Contractor shall in no event be entitled to receive any consequential damages or any anticipated profits with respect to Commodities not yet furnished to, and accepted by, FW as of the effective date of any such termination.
- C. For Convenience. FW shall have the right to terminate the Contract and/or any outstanding Purchase Orders issued hereunder at its own convenience for any reason by giving seven business days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the actual cost of any Commodity delivered to, and accepted by, FW and the actual cost of any equipment, goods or materials ordered by the Contractor hereunder in good faith which could not be canceled, less the salvage value thereof, provided sufficient substantiation is furnished to FW. Any subcontract entered into by the Contractor in connection with the transactions contemplated hereby shall contain a similar termination provision for the benefit of the Contractor and FW. The Contractor shall in no event be entitled to receive anticipated profits on any Commodities not yet furnished to and accepted by FW as of the effective date of any such termination.

2.20 Contractual Disputes *

Contractual claims, whether for money or for other relief, will be submitted in writing not later than 60 days after final payment; provided however, that written notice of the Consultant's intention to file such claim must:

Be delivered to the attention of FW's Procurement Representative assigned to this contract at the address shown on the cover sheet of this RFP, not later than five days after the occurrence or of the beginning of the Work upon which the claim is based; and Contain a reasonably detailed description of the basis of the claim otherwise the claim will be deemed to have been waived. FW will make a written decision upon any such claim within 60 days after submittal of the claim. The Consultant will not institute legal action prior to receipt of FW's decision on the claim unless FW fails to render such decision within 90 days after submittal of the claim. The decision of FW will be final, unless the Consultant initiates legal action as provided in Section 2.2-4364 of the Virginia Code. Failure of FW to render a decision within 90 days will not result in the Consultant being awarded the relief claimed, nor will it result in any other relief or penalty. The sole result of FW's failure to render a decision within the time allotted will be the Consultant's right to immediately institute legal action. No



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Thompson & Associates, LLC

World Class Training And Organizational Development

RFP 16-05

Cost Proposal

Here is a breakdown of cost per day for the delivery of training. Training materials costs are based on class size of 20 people which can be adjusted for the actual number of participants.

1. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Training delivery (per day)	8	\$ 195	\$1560	
DIRECT LABOR TOTAL				\$1560
2. INDIRECT COSTS (Specify indirect cost categories)	RATE	x BASE =	ESTIMATED COST	
	\$		\$	
Administrative/Clerical Support	1.5	\$85	\$127.50	
DIRECT COST TOTAL				\$1687.50
3. PROFIT (BLOCKS 1 + 2) x 17%				\$ 337.50
4. OTHER DIRECT COSTS			ESTIMATED COST	
a. TRAVEL See note 1				
1. Transportation			\$ 0	
2. Per Diem			\$ 0	
(check current County Travel Policy)				
TRAVEL SUBTOTAL			\$	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QUANTITY	COST	ESTIMATED COST	
Participant Manuals	20	\$ 5.50	\$110.00	
Facilitator Guide	20	\$ 5.75	\$ 115.00	
EQUIPMENT SUBTOTAL			\$ 226.00	
c. SUBCONTRACTS				
SUBCONTRACTS SUBTOTAL			\$	
d. OTHER (Specify categories)	QUANTITY	COST	ESTIMATED COST	
			\$	
OTHER SUBTOTALS			\$	
OTHER DIRECT COSTS TOTAL				\$226.00
5. TOTAL PRICE				\$2200.00

Notes:

It has always been our policy to not charge travel or per diem expenses for government and non-profit clients when the work is performed within the DC metro area.