

AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 1st day of August, 2020, by and between the **FAIRFAX COUNTY WATER AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "FW", and **ZELOS, LLC** 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 April 7, 2020 (Exhibit I); and FW's Request for Proposal dated March 13, 2020 (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

The Contractor shall:

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
Act with Integrity
Pursue Efficiency
Provide Value
Maintain Reliability
Perform with Accountability and Transparency
Promote Communication
Encourage Innovation and Forward Thinking
Inspire Teamwork and Respect
Foster Employee Engagement

1.2 Deliverable

The Contractor may offer training services delivered in any of the following formats: internet-based or traditional classroom style format. Training delivery may accommodate a wide variance in software/hardware available within Fairfax Water.

Contractor shall have the ability to provide services in at least one of following areas and meet the requirements outlined.

1. The delivery of classroom training that includes the subject technical content and the delivery and presentation of complete training courses on specified topics. The training will include participant training materials, facilitator guides and any other materials required to deliver and complete the training. If Fairfax Water pays Contractor to design and develop a new program for Fairfax Water, that IP will be the property of Fairfax Water. If a Contractor makes updates to an existing program that was developed by the Contractor prior to working with Fairfax Water, the Contractor will continue to be the sole owner of this IP. If the Contractor delivers an 'off-the-shelf' program for Fairfax Water that was designed and developed by the Contractor prior to the Contractor's work with Fairfax Water, the Contractor will continue to be the sole owner of this IP, as well. Training may also include web-based delivery for follow up, group discussions and course work. Work authorized under this contract may range from one-on-one to a training class size of 15 to 30 participants, depending on the level of individual attention required by the nature of the course or the size of the workgroup involved. Most classes do not exceed 25 participants in the majority of cases.
2. The development and delivery of training curriculum on specified topics and subjects either off the shelf or customized for Fairfax Water. This training shall include class description, training objectives, learning goals, participant learning materials, facilitators guide and case studies, individual and group activity materials as needed, and all other materials relevant to the training.

3. The ability to provide the development and delivery of collective training courses that will cover a wide array of topics for various target audiences such as new supervisors, managers, leaders, executives, and non-supervisory employees.
4. The experience, knowledge and training to coach teams and individuals for leadership development and strategic organizational development.
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 software training.
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, DISC 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. Experience and certifications in the management and administration of Employee Assessments and Surveys will be evaluated.

10. Executive Coaching

Coaching services are sought to help Fairfax Water leaders improve their learning and performance. The results sought from coaching shall be observable, measurable and meaningful both to the individual and the organization. Coaching will be contracted on a case-by-case basis and will include a separate statement of work to be developed by Fairfax Water Management and Human Resources Department, and the Contractor.

1.3 Coursework and Instructional Design Courses may include:

1. A mix of instructional formats to enhance the adult learner's instruction (e.g., case studies, lectures, group exercises, role plays, simulations, online learning, blended learning, etc.).
2. Adequate opportunities for the participants to practice skills, receive feedback and coaching, and reflect on the learning.
3. Techniques to draw on the participants' prior knowledge and experiences, challenge their assumptions, and link the concepts in the classroom to real work solutions,
4. A customized strategy, environment and culture.
5. An emphasis on the importance of continuous learning and suggestions for ongoing learning (e.g., follow-on readings, finding a mentor, seeking feedback, etc.).
6. Suggestions for short assignments that participants may use after course completion to practice what was learned and to transfer to on-the-job application.

1.4 Instructors

Contractor shall furnish qualified instructors capable of delivering instruction. Instructors shall be able to:

1. Create a safe learning environment where participants are able to ask questions, experiment with new behaviors and make mistakes.
2. Address concerns, issues and relevant ideas generated by participants in the classroom and adjust the agenda as necessary.
3. Surface the thoughts that drive behavior and recognize and take advantage of coachable moments.
4. Present models and techniques in a straightforward and clear manner so that they are easy to remember and utilize.
5. Possess a good understanding of Fairfax Water's strategy, business environment and culture.
6. Reflect the diversity of the workforce and design training accordingly.

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. Contractor 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 and training delivery. 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.
- F. Participant Roster and Pre-Work – Prior to course delivery dates, Human Resources Department will send copies of the participant roster to the contractor. The Human Resources Department will coordinate with the contractor for required pre-course materials or contractor requested participant samples (e.g., writing samples). The contracted instructor is responsible for ensuring a signed roster accompanies class completion materials and any name not listed on the original roster must be documented by the instructor. From roster sign-ins employees are awarded credit or completions of training classes and the instructor ensures this business process can be followed.
- G. Attendance and Evaluations – The Human Resources Department 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. Evaluation forms will be provided by the Human Resources Department and completed by each participant upon the conclusion of the class. The contractor shall collect all evaluations and deliver them to Human Resources Department. In addition, a higher level of class evaluation may be conducted by the Human Resources Department following class completion. An example of such additional evaluation may include an evaluation that confirms whether a learner actually made changes to their work and on the job performance resulted as a result of attending this training.

- H. **Contractor Performance** –Evaluations will be used to evaluate the performance of each instructor. In order to remain on the approved list of training vendors, contractors shall maintain an overall consistent satisfactory rating on evaluations. If however, subsequent training does not reflect increased satisfaction by participants, the Contractor will be removed from the list of contractors for that training. In addition, through the comments submitted by participant evaluations a class redesign or adjustment may be made. Contractor agrees to meet Fairfax Water Human Resources Department staff upon provided notice and make required changes or updates to course materials in a timely manner and period not to exceed 30 days.
- I. **Course Closeout** – Once a project training program has been completed, the Contractor shall provide any and all of the following at FW's request:
1. A brief (one or two page) summary.
 2. Completed course rosters, evaluations or other class materials as 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 Term of Contract and Contract Renewal

The Contract shall cover the period from August 1, 2020 through July 31, 2021. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. This Contract may be renewed at the expiration of the initial term at the request of the FW. The renewal may be for up to four (4) additional one-year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms and conditions as the initial term. Any price adjustment shall be mutually agreed on.

2.2 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.

2.3 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.

2.4 Availability of Funds

It is understood and agreed between the parties herein that FW shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

2.5 Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing FW, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

2.6 Contract Changes / Change Orders

- A. No verbal agreement or conversation with any officer, agent or employee of FW either before or after the execution of any Contract resulting from this solicitation or follow-on negotiations, shall affect or modify any of the terms, conditions, specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon FW unless made in writing and signed by the FW General Manager or purchasing / designee contact identified on the cover page. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract.
- B. Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. FW may order changes within the general scope of the contract at any time by Notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give FW a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 3. By mutual agreement between the parties in writing; or
 - a. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to FW's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - b. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The 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 Debarment Status

Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

2.8 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.

2.9 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.

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

2.10 Ethics in Public Contracting*

Contractor hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, Section 11-72 through 80, Virginia Code Annotated, and that all amounts received by it, are proper and in accordance therewith.

2.11 Examination of Records

The Contractor agrees that in any resulting contract, either FW or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any resulting contract. This obligation shall expire five years after the final payment for the final service performed as a result of any and all contract(s) awarded pursuant to this solicitation, or until audited by FW, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so, required by FW or its representative(s). FW will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

2.12 Governing Law; Venue; Waiver of Jury Trial*

Notwithstanding any provision to the contrary, this contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties shall be resolved by a court of competent jurisdiction in the Commonwealth of Virginia. The Contractor and FW hereby waive any right such party may have to a trial by jury in connection with any such litigation.

2.13 Indemnification and Responsibility for Claims and Liability

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.
- C. With the exception of Workers' Compensation and Employers' Liability Insurance, all additional insurance policies specified herein shall name FW as an additional insured with regard to work performed under any subsequent Contract.

D. The Contractor will provide FW with copies of certificates of insurance coverage and proof of payment of all premiums. Each certificate of insurance must include: (a) an endorsement from the insurer that certifies that the Contractor maintains the referenced policy in full force and effect; (b) where applicable, a statement indicating that FW is included as an additional insured; and (c) a provision requiring that not less than 30 days written notice will be given to FW before any policy or coverage is canceled or modified in any material respect. Without limiting the requirements set forth above, the insurance coverages will include a minimum of:

1. Workers' Compensation and Employers' Liability Insurance: Statutory and
2. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include FW as an additional insured and shall provide at a minimum the following:

◆ General Aggregate Limit (Other than Products-Completed Operations)	\$1,000,000
◆ Products-Completed Operations Aggregate Limit	\$ 500,000
◆ Personal & Advertising Injury Limit	\$ 500,000
◆ Each Occurrence Limit	\$ 500,000

E. Business Automobile Liability Insurance: This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least \$1,000,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and FW against claims for injuries to members of the public and/or damage to the property of others arising from the Contractor's use of motor vehicles or other equipment and must cover both on-site and off-site operations.

F. Nothing contained herein will be deemed to operate as a waiver of FW's sovereign immunity under the law.

2.15 Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by FW, nor any extension of time, shall operate as a waiver of any provision of this Contract, nor of any power herein reserved to FW, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of FW to require compliance with any 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:
1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by FW for work performed by any subcontractor(s) under the contract:
 - a. The Contractor shall pay its subcontractor(s) for the proportionate share of the total payment received from FW attributable to the work performed by the subcontractor under that contract; or
 - b. Notify FW and any subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 2. Contractor shall include in their offer submissions either: (i) if an individual contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 3. The contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from FW for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subdivision 1.
 4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- B. A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of FW. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

2.18 Tax Exemption

FW is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. FW's tax-exempt number is 54-6025290.

2.19 Termination of Contract

- A. **For Cause.** In the event that the Contractor: (1) fails to deliver any Commodity or Service in accordance with the time period established therefore in the Contract; or (2) fails to furnish any Commodity or Service which conforms in all respects to the requirements of the Contract; then FW, without prejudice to any other rights or remedies it may have at law or in equity (including its right to seek damages from the Contractor), shall have the right to terminate the Contract and any outstanding Purchase Orders by issuing a written notice of termination to the Contractor. Such notice of termination shall describe in reasonable detail the grounds for the termination and shall take effect immediately upon receipt by the Contractor.
- 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 Virginia Freedom of Information Act

Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

2.21 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 administrative appeals procedure pursuant to Section 2.2-4365 of the Virginia Code has been established for contractual claims under this Agreement.

No claim of any nature will be made against FW by or on behalf of a subcontractor unless the Consultant has first: (a) evaluated such claim thoroughly and determined it to be meritorious; (b) issued a written notice to the subcontractor finding the subcontractor's claim to be meritorious and setting forth any additional compensation or additional days to be paid or granted to the subcontractor on account of such claim; and (c) paid the subcontractor in full for such claim. In presenting such a claim, the Consultant will provide FW with a copy of the written notice to the subcontractor and with evidence of payment in full of the subcontractor's claim. No such claim will exceed the amount actually paid to the subcontractor.

2.22 No Employment of Unauthorized Aliens *

The Contractor hereby covenants and agrees that it does not, and will not during the term of the Contract, knowingly employ an unauthorized alien (as such term is defined in the federal Immigration Reform and Control Act of 1986).

2.23 Faith Based Organizations *

FW does not discriminate against faith-based organizations.

3.0 COMPENSATION

Compensation shall be as detailed in Attachment 1

[SIGNATURES ON FOLLOWING PAGE]

FAIRFAX COUNTY WATER AUTHORITY

8570 Executive Park Avenue
Fairfax, VA 22031

Phone: (703) 289-6261
Fax: (703) 289-6262

By: 

Name: Donald R. Legg, CPPO

Title: Procurement Manager

Date: 8-5-2020

ZELOS, LLC

1800 Diagonal Rd., Suite 600
Alexandria, VA 22314

Phone: (703) 828-7831
Fax: (703) 647-6009

By: Stacia C. Aylward, CEO

Name: Stacia C. Aylward, CEO

Title: Chief Executive Officer

Date: August 5, 2020



ORIGINAL

Attachment 1
**Zelos, LLC with
HR Advisors Group
for Fairfax Water**

RFP: #20-15

**Provide Human Resources Training and
Organizational Development Programs
and Services**

Volume II: Cost Proposal

I am the authorized representative and the only person who can bind Zelos, LLC.

Sincerely,
Stacia C. Aylward, CEO
Stacia C. Aylward, CEO

Stacia C. Aylward, CEO
stacia.aylward@zelosllc.com



Per RFP #20-15, 3.9B, Zelos, LLC provides the following information.

1. Explanation of cost elements

Given the variety of services requested in this RFP, we list typical cost elements that may be involved in delivering any number of these services in the table below. Typically, the allocation of costs on our projects is approximately 70% for labor costs for the person who is delivering the services (our facilitators, OD consultants, coaches), 15% for project management, 10% for classroom and participant materials costs, and 5% for all other costs such as insurance, contract management, and others listed below.

When Fairfax Water requests a specific scope of work, Zelos will apply the appropriate cost elements, along with the hourly rates for our team members identified below, to arrive at a proposed fixed price for each of scope of work.

Cost elements	Description
For all types of engagements	
Project management	Given the broad range of services and expertise requested, Zelos proposes two project managers for this contract, Stacia Aylward and Barbara Irwin. Their cost elements are the labor hours required to communicate with Fairfax Water, collaborate with requested facilitators/ OD consultants and executive coaches, ensure quality across all client deliverables, attend and lead in-person meetings, travel related to attending those meetings. Additional cost elements include contract and compliance management, preparing individual scopes of work and pricing, invoicing, and scopes of work closeout, all requirements of this contract.
Insurance requirements (4.19)	Cost elements include the cost of policies themselves, as well as labor hours associated with ongoing communication and review with agent, and provision of required documents to Fairfax Water
Training	
Customization of course design and materials (2.3)	Cost elements include labor hours for the professional Zelos facilitator—in collaboration with Zelos project managers
Development of facilitator guide (outline of delivery) (2.2.1)	Cost elements include labor hours for the professional Zelos facilitator—in collaboration with Zelos project managers, for communication with Fairfax Water, and for adjustments based on Fairfax Water feedback



Cost elements	Description
Incorporation of custom, relevant case studies, examples, and blended learning opportunities from Fairfax Water (2.3.1)	Cost elements include labor hours for the professional Zelos facilitator—in collaboration with Zelos project managers, for communication with Fairfax Water, and for adjustments based on Fairfax Water feedback
Design and delivery of pilot classes (2.5.E)	Cost elements are labor hours for the professional Zelos facilitator to design, deliver, and incorporate feedback from the pilot class
Design and delivery of pre-work and technology requirements information (2.5.D, 2.5.F)	Cost elements include labor hours for the professional Zelos facilitator—in collaboration with Zelos project managers, for communication with Fairfax Water, and for adjustments based on Fairfax Water feedback
Print and binding costs for participant classroom materials (2.5.C)	Cost elements include the actual cost to print and bind the participant classroom materials (design and edit of the materials are included above), estimated to be between \$4-5/participant; Zelos uses coupons when available to help reduce costs
Training supplies and materials (2.2.7)	Cost elements include the actual cost of flipchart paper, markers, sticky or post-it notes, or other tools of our trade
Professional facilitator and associated expenses (2.4)	Cost elements include labor hours for the professional Zelos facilitator and each of their individual travel costs to/from Fairfax Water; some of our facilitators travel from Richmond, Virginia
Course closeout activities (2.5.I)	Cost elements include labor hours for the professional Zelos facilitator—in collaboration with Zelos project managers
Design and development of custom online learning modules (2.3.1)	Cost elements include labor hours for the professional Zelos facilitator—in collaboration with Zelos project managers, as well as labor hours for an online learning developer. Additional costs may include software costs (such as Articulate 360 and others).
Organizational Development	
Design and delivery of organizational development scopes of work by OD experts	Cost elements include labor hours for the Zelos OD senior consultants and consultants and each of their individual travel costs to/from Fairfax Water; some of our facilitators travel from Richmond, Virginia
Assessments (2.2.9)	Cost elements include the actual cost of the assessment and the labor hours associated with administration of the assessments (emails, reminders, follow-up, printing reports, debriefs, etc.)



Cost elements	Description
Executive Coaching	
Executive Coaches	Cost elements include labor hours for the Zelos OD senior consultants and consultants and each of their individual travel costs to/from Fairfax Water; some of our facilitators travel from Richmond, Virginia. Pricing for executive coaching in individual scopes of work may vary based on whether the sessions are in-person or via telephone or video technology
Assessments	We may use assessments as part of Coaching engagements, depending on the leader. Cost elements include the actual cost of the assessment and the labor hours associated with administration of the assessments (emails, reminders, follow-up, printing reports, debriefs, etc.)

2. List of team members with labor categories and rates

We understand that final pricing will be evaluated and negotiated when Fairfax Water requests a specific scope of work. At that time, Zelos will utilize the cost elements identified above and the hourly rates below to arrive at a proposed fixed price for each scope of work.

Labor category	Proposed team members	Hourly rate*
Program Manager / Project Manager	Stacia Aylward Barbara Irwin	\$315/hour
Executive Coaches	Chuck Appleby Katie Bergmann Terrie Glass Valerie Lingeman	\$270-430/hour in person \$270-295/hour in person
PATHZ Professional Growth Guides	Carolyn Arthur Stacia Aylward Helene Bumbalo Others as needed	\$215/hour by telephone



Labor category	Proposed team members	Hourly rate*
Senior Trainer / Senior Facilitator / Senior Organizational Development Consultant / Course or Solution Designer	Chuck Appleby Tiffany Aukema Michael Barber Katie Bergmann Cara Bobchek Helene Bumbalo Terrie Glass Valerie Lingeman Paul Mauger Lou O'Boyle	\$315/hour
Trainer / Facilitator/ Organizational Development Consultant	Kelly McArter Gina Weatherup	\$240/hour
Course developer (online)	Gina Weatherup	\$240/hour

*Note: to offer Fairfax Water with our best pricing, we have applied the same rates that Fairfax Water awarded to HR Advisors Group in 2016 with an escalation of less than 2% per year to 2020; we understand these rates will remain intact through the term of this contract unless otherwise agreed upon by both parties.

Acknowledgment of contract clauses

In addition, we have read and understand Section 4 Standard Terms and Conditions, including the following sections related to pricing:

- 4.5 – Availability of Funds
- 4.19 – Insurance
- 4.21 – Payment
- 4.22 – Payment Clauses Required in All Contracts
- 4.24 – Price Firm Period
- 4.28 – Unit Prices Prevail