NOTICE OF CONTRACT EXTENSION

TO: SEE ATTACHED LIST

DATE ISSUED: MARCH 19, 2014
CURRENT REFERENCE NO: 103-11
CONTRACT TITLE: EXECUTIVE SEARCH SERVICES

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

THIS IS YOUR NOTICE THAT THE ABOVE-REFERENCED CONTRACT IS EXTENDED AN ADDITIONAL YEAR UNTIL APRIL 30, 2015 AT THE SAME PRICE, TERMS AND CONDITIONS.

The contract documents consist of the terms, conditions, and specifications of Request for Proposals No. 437-09 and the proposal of the Contractor, incorporated herein by reference.

SPECIAL INSTRUCTIONS TO USER AGENCIES:

ALL COUNTY AGENCIES INTENDING TO USE THIS CONTRACT MUST DISCUSS THEIR NEEDS WITH THE COUNTY CONTACT FROM THE DEPARTMENT OF HUMAN RESOURCES, AS SHOWN BELOW, BEFORE CONTACTING ANY OF THE CONTRACTORS LISTED HEREIN.

CONTRACT PRICING:

1) SEE ATTACHED CONTRACT PRICES
2) PRICING FIRM FOR THE CONTRACT TERM

ATTACHMENTS:

1) CONTRACTOR DATA
2) CONTRACT PRICES
3) SCOPE OF SERVICES

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

VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR PHONE NO.: SEE ATTACHED
TAX IDENTIFICATION NUMBER (EIN/SSN): SEE ATTACHED
COUNTY CONTACT: LAURA CHALKLEY
COUNTY EMAIL: lchalk@arlingtonva.us
COUNTY PHONE NO: 703-228-3505

CONTRACT AUTHORIZATION DISTRIBUTION

AYETTE GONZALEZ, CPP
Procurement Officer 3/19/14 BID FOLDER: 1
1. COOPERATIVE PERSONNEL SERVICES
444 North Capitol St. NW, Suite 544
Washington DC 20001
Contact: Mr. Gilbert L. Johnson,
Telephone Number: 202-355-7308
Facsimile Number: 202-220-1394
Tax ID Number: 68-0067209
Email: billmitchell@cps.ca.gov

2. SPRINGSTED INCORPORATED
1564 East Parham Road
Richmond, Virginia 23228
Contact: Mr. John A. Anzivino
Telephone Number: 804-726-9748
Facsimile Number: 804-726-9725
Tax ID Number: 41-1754318
Email: janzivino@springsted.com

3. THE WATERS CONSULTING GROUP, INC.
5050 Quorum Drive, Suite 625
Dallas, TX 75241
Contact: Mr. Stacy L. Waters
Telephone Number: 972-481-1950
Facsimile Number: 972-481-1951
Tax ID Number: 75-2272138
Email: canderson@watersconsulting.com

4. PRM CONSULTING, INC.
1814 13th Street NW
Washington, DC 20009
Contact: Mr. Jim Moss
Telephone Number: 202-745-3700
Facsimile Number: 202-745-3701
Tax ID Number: 52-2156813
Email: Gregory.davis@prmconsulting.com

5. BOB MURRAY & ASSOCIATES
6753 Thomasville Rd #108-242
Tallahassee, FL 32312
Contact: Mr. Bob Murray
Telephone Number: 850-391-0000
Facsimile Number: 916-751-2293
Tax ID Number: 83-0348618
Email: reenee@bomurrayassoc.com

6. THE MERCER GROUP, INC.
5579B Chamblee Dunwoody Rd. #511
Atlanta GA 30338
Contact: Mr. James L. Mercer
Tel: 770-551-0403
Fax: 770-399-9749
Tax ID Number: 58-1877068
Email: jmercer@mercergrouping.com
**CONTRACT PRICES - 437-09**  
NEW REFERENCE NO. 103-11

<table>
<thead>
<tr>
<th>CONTRACTOR RANK</th>
<th>CONTRACTOR NAME</th>
<th>PRICE PER ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CPS</td>
<td>$17,613 candidate travel not included</td>
</tr>
<tr>
<td>2</td>
<td>SPRINGSTED</td>
<td>$16,300 candidate travel not included</td>
</tr>
<tr>
<td>3</td>
<td>WATERS</td>
<td>$23,000 candidate travel not included</td>
</tr>
</tbody>
</table>
| 4               | PRM             | $20,000 - Executives & Management Positions - candidate travel not included  
                   $25,000 - Specialized Technical Positions - candidate travel not included |
| 5               | MURRAY          | $22,000 candidate travel not included |
| 6               | MERCER          | $25,000 candidate travel not included |

The above prices do not include the cost of travel for candidates for County positions. Such travel charges will be negotiated by the County and the candidate, and will be paid for separately by the County.

No Contractor expenses except those identified below as reimbursable travel-related expenses will be reimbursed. No expenses will be reimbursed without the prior written approval of the County Contact, and the issuance of a purchase order detailing the specific expenses to be incurred by the Contractor and their estimated amount.

**REIMBURSABLE TRAVEL-RELATED EXPENSES**

No reimbursable travel-related expenses shall be allowed for employees of firms located within the Washington Metropolitan Area. If approved by the County for employees of firms outside this area, the County's policy for reimbursement of travel-related expenses will be as follows:

**Meals:** The County will reimburse the Contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate of $41.00 or the individual meal rate of $8.00 for breakfast, $11.00 for lunch, and $22.00 for dinner. Complete and legible itemized receipts shall accompany any request for reimbursement.

**Lodging:** The County will reimburse lodging expenses incurred for lodging at a reasonably priced commercial facility in the immediate area of the work, where feasible. Complete and legible itemized receipts shall accompany any request for reimbursement. No reimbursement shall be made for ineligible expenses including room service, laundry, telephone and in-room movies. If a room is shared with another person not connected with the work being performed for the County, including a spouse, the County will reimburse the Contractor for
no more than the cost of a single room.

Transportation: Reservations shall be made in advance whenever possible to take advantage of available discounts. Receipts must be submitted for any inter-city public transportation used. Air fare will be reimbursed at coach rate only. Reimbursement for the use of personal vehicles shall be negotiated with the County at the time of contract negotiations, except that the mileage rate paid by the County shall not exceed the then current mileage rates paid by the County to its employees. Parking expenses are reimbursable up to $7.00 per day.

Ineligible expenses: Entertainment, alcoholic beverages, medical treatment, laundry, extraneous travel and living expenses that one would normally incur while at home.

Time limit: Requests for travel reimbursement covering the above submitted more than 60 days after completion of the travel shall not be honored.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement:

1. Alcoholic beverages
2. Personal phone calls (other than 1 call for "safe" arrival/departure).
3. Self-entertainment activities (pay TV, movies, night clubs, health clubs, theaters, bowling...etc.)
4. Personal expenses (laundry, valet, haircuts)
5. Personal travel insurance (life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs and maintenance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.
8. If the County adopts different rates for its employees, the adopted rates shall prevail.

ADDITIONAL EXPENSES
Advance written approval from the County contact is required for any additional expenses (i.e. advertisements). The contractor is liable for any expenses incurred which were not previously approved by the County. If the County determines a request for additional expenses to be excessive, it reserves the right to revise the scope of the related services with the contractor in order to reduce the additional expenses.
PROJECT ASSIGNMENT PROCEDURES
County agencies intending to use this contract shall contact the County Contact in Human Resources, listed on the first page of the Notice of Award, before contacting any of the Contractors listed herein. The County Contact will instruct the agency on the necessary internal processes required to use the Contractors.

In general, the County Contact Person will provide the recruitment requirements for a given assignment, including the time required to fill the position, to the top ranked Contractor first, and if the Contractor does not accept the assignment, the County Contact will approach the second ranked firm with the assignment. This process will continue until the assignment is accepted.

Alternatively, if the County Contact Person determines that the top ranked Contractor is not suitable for the assignment, due to factors including, but not limited to, Contractor workload, or specific experience in the subject matter of the position, the County reserves the right to consider using another Contractor for the assignment. The County Contact will therefore approach the next highest qualified firm, as determined by the Contact Person, to fulfill the assignment.

If the County has a recruitment that is highly specialized or technical in nature, the County reserves the right to provide the recruitment requirements for the assignment to any or all Contractors, and require that each Contractor submit a written proposal, including (but not limited to), their qualifications and approach to the recruitment, and the County will select Contractor it determines to be the most qualified.

The County reserves the right to reject any offer submitted under the above process, or waive the above requirements and obtain services under a separate solicitation, if these actions are determined to be in the best interests of the County.

PURCHASE ORDER REQUIREMENTS
The Contractor will only be authorized to proceed with services on an assignment upon receipt of a valid County Purchase Order approved by the Office of the Purchasing Agent.

SCOPE OF SERVICES
The Contractor shall search and identify qualified candidates for executive and senior management level positions, and other specialized or technical positions, as needed by the County.

The Contractor(s) shall be able to meet the following objectives:

- 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 Arlington County the numbers of diverse candidates contacted during various steps within the process;

• Conduct recruitment activities within established professional and ethical standards; and

• Conduct recruitment activities in compliance with specified policies, rules and regulations of government service.