NOTICE OF AWARD OF CONTRACT

TO: FORUM FACILITATION GROUP
8701 BERWICK PLACE NORTH
LJAMSVILLE, MARYLAND 21754

DATE ISSUED: APRIL 1, 2014

CONTRACT NUMBER: 547-13-7

CONTRACT TITLE: TRAINING AND ORGANIZATIONAL DEVELOPMENT

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

Your firm is hereby awarded the above referenced contract. The contract term covered by this Notice of Award is effective APRIL 1, 2014 and expires on MARCH 31, 2021. The contract documents consist of the terms, conditions, specifications and pricing of Agreement No. 547-13-7 (attached).

NOTES:

1. NO WORK SHALL BE PERFORMED BY THE CONTRACTOR WITHOUT PRIOR ACCEPTANCE BY THE COUNTY OF AN INSURANCE CERTIFICATE INCORPORATING ALL COVERAGES AND ENDORSEMENTS REQUIRED BY THE ABOVE-REFERENCED AGREEMENT.

2. ALL PO'S COVERING WORK UNDER THIS CONTRACT MUST BE APPROVED IN ADVANCE BY A HUMAN RESOURCES REPRESENTATIVE.

ATTACHMENTS:
AGREEMENT NO. 547-13-7

CONTRACT PRICING:
REFER TO ATTACHED AGREEMENT

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

VENDOR CONTACT: DOUG SARNO
VENDOR TL NO.: 301-798-2713

VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR E-MAIL: DOUG@FORUMFG.COM

COUNTY CONTACT: SHARON E. MILLER
COUNTY E-MAIL: SEMILLER@ARLINGTONVA.US
COUNTY TEL. NO.: 703-228-3595

CONTRACT AUTHORIZATION

Richard D. Warren, Jr. CPPB
County Purchasing Agent

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

AGREEMENT NO. 547-13-7

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of execution by the County, between Forum Facilitation Group, LLC; 8701 Berwick Place North, Ijamsville, Maryland 21754 ("Contractor") a Maryland Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

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

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide General Training: Leadership and Individual Development, Cohort Development Programs, and Organizational Development Services, as detailed in the Contract Documents. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

The term of this Agreement will commence on the date identified by the County on a Notice of Award posted on the County website, and shall be completed no later than seven (7) years from that date ("Contract Term"), subject to any written modifications as provided for in the Contract Documents.
8. **REIMBURSABLE EXPENSES**
No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

9. **PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

   A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

   B. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. **NON-APPROPRIATION**
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.
D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

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

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

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

18. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Contract Term and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in
20. INDEMNIFICATION (NOTE: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

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

21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

22. COPYRIGHT

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

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor’s remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this “Copyright” paragraph.
received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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

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

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

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

29. RELATION TO COUNTY
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

30. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

31. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.
37. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

38. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

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

40. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

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

42. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

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

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

45. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of $1,000,000.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification – All documentation and copies of endorsements required hereunder shall state this Contract's number and title.

i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
C/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
AGREEMENT NO. 547-13
EXHIBIT A

SCOPE OF SERVICES

1. INTRODUCTION

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

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

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

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

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

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

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

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

Onsite Facility, Materials, and Administrative Procedures
In all cases for onsite courses, the County will provide a site suitable to the work design. Basic equipment, such as an easel with flip charts, or LCD projector will also be provided by the County. The Contractor shall identify site and equipment needs in order to ensure their availability for the time
• Consistency with County’s competencies, strategy, environment, culture, and demonstrates multicultural sensitivity.
• Clear, well-designed participant manuals which are conducive to adult learning.
• Emphasis on the importance of continuous learning and guidance on how to do that (e.g., follow-on readings, finding a mentor, seeking feedback, etc.).
• One to two suggestions for short assignments that participants will complete after the classroom experience to practice what they have learned on the job.

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

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

**Instructors**
The Contractor shall provide qualified instructor(s) with appropriate and current certification(s), capable of delivering instruction for selected courses to the County audience. Instructors shall:
• Possess credentials that are necessary to teach the requested course(s).
• Create a safe learning environment where participants are able to ask questions, experiment with new behaviors, and make mistakes.
• Address concerns, issues and relevant ideas generated by participants in the classroom, and adjust the agenda as necessary.
• Handle a variety of participant behaviors and attitudes with respect and professionalism that maintains learning momentum and channels disruptive behavior productively.
• Surface the thoughts that drive behavior, and recognize and take advantage of coachable moments.
• Where appropriate, incorporate somatic (felt, sensation-based) experience that increases the leader’s awareness and understanding leading to the adoption of new behaviors.
• Present models and techniques in a straightforward and clear manner so that they are easy to remember and utilize.
• Possess a good understanding of Arlington County’s competencies, strategy, business environment, and culture.
• Reflect the diversity of the County workforce and design training and use tools that reflect the diversity of our workforce.
Online Training For Areas In Competency Model And Technology

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

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

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

Project Work Assignment Process

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

Project Less than $10,000:

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

Project Exceeding $10,000:

The criteria on the following table will be used by the Talent Management Division staff to assign work for a project that exceeds $10,000.
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<th>Month Intervals: Scheduled in</th>
<th>Diversity</th>
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<td>Programs: Cohort Participation</td>
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<td>Training: General</td>
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<td>Selection Criteria</td>
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<td>Cost</td>
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<td>Previous Evaluations (if applicable)</td>
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<td>References as submitted in response to this RFP</td>
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<td>Evidence of skill set</td>
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<td>Presentation style and ability</td>
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<td>The proposed course materials and the sample session, if applicable, will be evaluated to determine best fit.</td>
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<td>If necessary, a sample session will be facilitated by Talent Management Division staff.</td>
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<td>Evaluated for best fit for current phase offered for a 12 week period.</td>
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<td>The successful firm, will be maintained by the Talent Management Division.</td>
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<td>A spreadsheet of firms and their offerings, as submitted in the original proposal submitted in response to this RFP.</td>
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<td>5 weeks - 8 months</td>
<td>Programs: Development</td>
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<td>Training: General</td>
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<tr>
<td></td>
<td>Evaluated for best fit for current phase offered for a 12 week period.</td>
</tr>
<tr>
<td></td>
<td>The successful firm, will be maintained by the Talent Management Division.</td>
</tr>
<tr>
<td></td>
<td>A spreadsheet of firms and their offerings, as submitted in the original proposal submitted in response to this RFP.</td>
</tr>
</tbody>
</table>
**Forum Facilitation Group**  
On-site Training (General, Leadership)  
OD Services

<table>
<thead>
<tr>
<th><strong>GENERAL INSTITUTE TRAINING COURSE FEE STRUCTURE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DAILY RATES</strong></td>
<td>$2,000.00</td>
</tr>
<tr>
<td><strong>HALF DAY RATES</strong></td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>LEADERSHIP AND DEVELOPMENT TRAINING COURSE FEE STRUCTURE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DAILY RATES</strong></td>
<td>$2,000.00</td>
</tr>
<tr>
<td><strong>HALF DAY RATES</strong></td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>COMPUTER &amp; TECHNOLOGY TRAINING COURSE FEE STRUCTURE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DAILY RATES</strong></td>
<td>n/a</td>
</tr>
<tr>
<td><strong>HALF DAY RATES</strong></td>
<td>n/a</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>DIVERSITY TRAINING COURSE FEE STRUCTURE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DAILY RATES</strong></td>
<td>n/a</td>
</tr>
<tr>
<td><strong>HALF DAY RATES</strong></td>
<td>n/a</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>EXECUTIVE COACHING SERVICES</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HOURLY</strong></td>
<td>n/a</td>
</tr>
<tr>
<td><strong>PACKAGE RATE</strong></td>
<td>n/a</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>ORGANIZATION DEVELOPMENT SERVICES</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DAILY RATE</strong></td>
<td>$2,000.00</td>
</tr>
<tr>
<td><strong>HOURLY RATE</strong></td>
<td>$250.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>NEW COURSE DEVELOPMENT</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HOURLY RATE</strong></td>
<td>$250.00</td>
</tr>
</tbody>
</table>
## Certificate of Liability Insurance

**Producer**
Insurance Incorporated  
2 Park Center Court  
Owings Mills, MD 21117  
Insurance Designers, Inc.  
Phone: 410-753-1900  
Fax: 410-753-1899

**Contact**
Robyn Garrison  
Phone (and Fax): 410-753-1900  
Email: rgarrison@insurance-inc.com  
Address: N/A

**Insured**
Forum Facilitation Group  
8701 Berwick Place North  
Ijamsville, MD 21754

**Coverages**

<table>
<thead>
<tr>
<th>LTR</th>
<th>Type of Insurance</th>
<th>Additional Information</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>Claims-Made, X Occur</td>
<td>42SBMPC3442</td>
<td>08/29/2013</td>
<td>08/29/2014</td>
<td>Each Occurrence $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Damage to Rented Premises (EA occurrence) $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Personal &amp; Adv Injury $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>General Aggregate $4,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Products - Comp &amp; Adj $4,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Automobile Liability</td>
<td>X Sched Autos, X Non-Owned Autos</td>
<td>42SBMPC3442</td>
<td>08/29/2013</td>
<td>08/29/2014</td>
<td>Combined Single Limit (EA accident) $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury (Per person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Property Damage (Per accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Property Damage (Per accident)</td>
</tr>
<tr>
<td>A</td>
<td>Workers Compensation and Employers' Liability</td>
<td>Any Proprietor/Partner/Executive Officer/Member Excluded? (Mandatory in NH)</td>
<td>N/A</td>
<td>08/29/2013</td>
<td>08/29/2014</td>
<td>E.L. Each Accident $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. Disease - EA Employee $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. Disease - Policy Limit $500,000</td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles**

Contract Number 547-13-7

## Certificate Holder

Arlington County and its Officers Elected & Appointed  
Officials Employees & Agents  
2100 Clarendon Blvd. Ste. 500  
Arlington, VA 22201

## Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

- "Signature"

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BUSINESS LICENSE CERTIFICATION FORM

CONTRACTOR NAME: Forum Facilitation Group, LLC

CONTRACT NO./TITLE: 547-13-7

1. IF YOU CURRENTLY HAVE A BUSINESS LICENSE IN ARLINGTON COUNTY, enter your business license number in the space below:
   
   No Business license required, per FOENA Eid-Chavez
   (703) 228-3008

2. IF YOU DO NOT HAVE A BUSINESS LICENSE IN ARLINGTON COUNTY, contact the Office of Commissioner of Revenue, Arlington, Virginia, at (703) 228-3060.

   After you contact the Commissioner of Revenue's Office, they will either:

   a. Process an application and issue you a license number (which you must provide in the space above); or

   b. Provide directly to the Purchasing Office a written certification that a business license is not required (no further action required from your firm.)

IMPORTANT: THIS FORM MUST BE FORWARDED TO COMMISSIONER OF REVENUE, 2100 CLARENDON BLVD., SUITE #200, ARLINGTON, VA 22201, OR E-MAILED TO: BUSINESS@ARLINGTONVA.US OR FAXED TO (703) 228-7048.
BUSINESS LICENSE CERTIFICATION FORM

CONTRACTOR NAME: ____________________________
Forum Facilitation Group, LLC

CONTRACT NO./TITLE: __________________________
547-13-7

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Virginia, at (703) 228-3080.

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b. Provide directly to the Purchasing Office a written
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BUSINESS@ARLINGTONVA.US OR FAXED TO (703) 228-7048.