

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 760-14-2LW
AMENDMENT NUMBER 4**

This **Amendment Number 4** (“Amendment”) is made on the date of execution by the County and amends **Agreement Number 760-14-2LW** (“Main Agreement”) dated **June 26, 2014** between **Delta-T Group, Inc.** (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the Main Agreement as follows:

- 1. PURSUANT TO PROVISION 2: CONTRACT TERM, THIS AGREEMENT IS HEREBY RENEWED FROM SEPTEMBER 1, 2021 TO AUGUST 31, 2022.**
- 2. ADD CLAUSE 17 SERVICE CONTRACT WAGE REQUIREMENTS WITH THE FOLLOWING:**

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding “Service Contract Wage” or “Living Wage”) apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County’s web site

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see sample notice in Exhibit C);
2. Within five days of an employee’s request, provide a written statement of the applicable Living Wage rate, using the same form provided in Exhibit C;

3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit D).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.

f. QUESTIONS

For questions regarding Living Wage, please email livingwage@arlingtonva.us.

All other terms and conditions of the Main Agreement, as amended shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
VIRGINIA

Meloni Hurley

PRINT: _____

SIGNATURE:  _____
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Assistant Purchasing Agent

TITLE: _____

DATE: 8/31/2021 _____

DELTA-T GROUP VIRGINIA, INC.

Rachana Patel

PRINT: _____

SIGNATURE:  _____
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Senior Vice President

TITLE: _____

DATE: 8/27/2021 _____

EXHIBIT C
LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

\$17.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY

OFFICE OF THE PURCHASING AGENT

2100 CLARENDON BOULEVARD, SUITE 500

ARLINGTON, VA 22201

703-228-3410

AVISO de SALARIO MINIMO

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR

\$17.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.

703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFICINA No 500

ARLINGTON, VA 22201

**EXHIBIT D
LIVING WAGE QUARTERLY COMPLIANCE REPORT**

By Email: Please complete the report below and return it to: **livingwage@arlingtonva.us**

Quarter: _____ Year: _____

Company Name: _____

Contract Number: _____ Contract Name: _____

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All employees of the Contractor and any subcontractors working on County owned, County controlled property, facilities owned, or leased and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

Authorized Signature

Date

CITY OF ALEXANDRIA, VA CODE TITLE 3, CHAPTER 3

MODIFICATION OF CONTRACT		1. CONTRACT NAME Temporary Staffing Services		PAGE 1	OF PAGES 1
2. MODIFICATION NO. 007		3. EFFECTIVE DATE August 12, 2021	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY PROCUREMENT DIVISION 100 N. PITT ST., SUITE 301 ALEXANDRIA, VA 22314			7. ADMINISTERED BY (If other than item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., Town, County, State and ZIP Code) Delta-T Group Virginia, Inc. 1952 Gallows Road, Suite 100 Vienna, VA 22182 contractadmin@deltatg.com			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. RFP00000173/BPO 13-05756/ 1113	
				10B. DATED (SEE ITEM 13) August 22, 2012	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipts of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: a.) by completing Items 8 and 15 and returning one (1) copy of the amendment: or b.) By acknowledging receipt of this amendment on each copy of the offer submitted: FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted such change may be made by the process identified in the solicitation.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X)	A. THIS CHANGE IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Purchasing Policies and Procedures				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copy to the issuing office.					
14. DESCRIPTION OF MODIFICATION: This Modification renews the above referenced contract effective from September 1, 2021 until August 31, 2022. There are no remaining renewal options. All other terms and conditions remain unchanged.					
15A. NAME AND TITLE OF SIGNER (type or print) Rachana Patel, Senior Vice President			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kazonga Singleton, Acting Deputy Purchasing Agent		
15B. CONTRACTOR <i>Rachana Patel</i> (Signature of person authorized to sign)	15C. DATE SIGNED 08/20/2021	16B. CITY OF ALEXANDRIA, VA BY <i>Kazonga T Singleton</i> (Signature of Contracting Officer)		16C. DATE SIGNED 8/20/2021	