

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 20-071-RFP
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 20-071-RFP ("Main Agreement") dated May 1, 2020 between DIGITECH COMPUTER, LLC ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. Section 4, **CONTRACT TERM** is hereby deleted and replaced with the following:
Time is of the essence. The Work will commence on May 1, 2020 and must be completed no later than April 30, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from May 1, 2021 to April 30, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".
2. Section 31, **AUDIT** is hereby deleted and replaced with the following:
The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment 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. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

3. Section 45, **NOTICES** is hereby deleted and replaced with the following:
Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an

agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Mark Schiowitz, President and CEO
Digitec Computer, LLC
480 Bedford Road, Building 600, 2nd Floor
Chappaqua, New York 10514
Phone: (914) 741-1919 ext. 222
Email: rfi@digitechcomputer.com

TO THE COUNTY:

J Shawn Hill, Project Officer
Arlington County Government
2100 Clarendon Boulevard
Arlington, Virginia 22201
Phone: (703) 228-4659
Email: jhill@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

4. Section 53. *SEXUAL HARASSMENT POLICY is hereby added.
If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

- 5. In accordance with Section 4, **CONTRACT TERM** by this Amendment Arlington County hereby exercises the Second (2nd) of Five (5) 12-months option periods. This option year period of performance is from May 1, 2021 through April 30, 2022.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

DIGITECH COMPUTER, LLC

AUTHORIZED: DocuSigned by:

AUTHORIZED: DocuSigned by:

SIGNATURE: Sy Gezachew
27FC198F4A6D475...

SIGNATURE: Mark Schiowitz
821492A433AF45E...

NAME: SY GEZACHEW

NAME: Mark Schiowitz

TITLE: PROCUREMENT OFFICER

TITLE: President & CEO

DATE: 5/3/2021

DATE: 4/30/2021