

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

CONTRACT RENEWAL AMENDMENT

<b>TO:</b> MANPOWER US INC. 100 MANPOWER PLACE MILWAUKEE, WISCONSIN 53212	ORIGINAL DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	<u>DECEMBER 5, 2018</u> <u>19-119-R</u> <u>TEMPORARY STAFFING SVCS</u>
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**THIS IS A NOTICE OF RENEWAL AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 19-119-R including any attachments or amendments thereto.

**EFFECTIVE DATE:** SEPTEMBER 1, 2021

**EXPIRES:** AUGUST 31, 2022

**RENEWALS:** NO RENEWALS REMAINING

**COMMODITY CODE(S):**

**ATTACHMENTS:**

THE CITY OF ALEXANDRIA'S MODIFICATION #4  
19-119-R-A1

**EMPLOYEES NOT TO BENEFIT:**

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

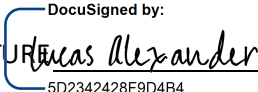
<b><u>VENDOR CONTACT:</u></b> NICOLE LANGLEY	<b><u>VENDOR TEL. NO.:</u></b>	<u>(414) 526-5400</u>
<b><u>EMAIL ADDRESS:</u></b> <a href="mailto:NICOLE.LANGLEY@MANPOWER.COM">NICOLE.LANGLEY@MANPOWER.COM</a>		
<b><u>COUNTY CONTACT:</u></b> MICHELLE CHANEY		
<b><u>COUNTY CONTACT EMAIL:</u></b> <a href="mailto:MCHANNEY@ARLINGTONVA.US">MCHANNEY@ARLINGTONVA.US</a>	<b><u>COUNTY TEL. NO.:</u></b>	<u>(703) 228-7249</u>

**CONTRACT AUTHORIZATION**

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

MANPOWER US INC.

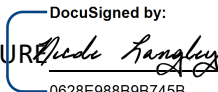
PRINT: Lucas Alexander

SIGNATURE:   
5D2342428F9D4B4...

TITLE: Procurement Officer

DATE: 8/27/2021

PRINT: Nicole Langley

SIGNATURE:   
0628E988B9B745B...

TITLE: Regional Vice President

DATE: 8/27/2021

**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 19-119-R  
AMENDMENT NUMBER 1**

This **Amendment Number 1** ("Amendment") is made on the date of execution by the County and amends **Agreement Number 19-119-R** ("Main Agreement") dated **12/5/2018** between Manpower US 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 PARAGRAPH 2: CONTRACT TERM, THIS AGREEMENT IS HEREBY RENEWED FROM SEPTEMBER 1, 2021, 2021 TO AUGUST 31, 2022.**

2. **ADD PARAGRAPH 22. SERVICE CONTRACT WAGE REQUIREMENTS WITH THE FOLLOWING LANGUAGE:**

- 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](mailto:livingwage@arlingtonva.us).

3. REMOVE PARAGRAPH 18. NOTICES IN ITS ENTIRETY AND REPLACE IT WITH THE FOLLOWING LANGUAGE:

**18. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Nicole Langley, Regional Vice President  
Manpower US Inc.  
100 Manpower Place  
Milwaukee, Wisconsin 53212  
Phone: (414) 526-5400  
Email: [nicole.langley@manpower.com](mailto:nicole.langley@manpower.com)

**TO THE COUNTY:**

Michelle Chaney, Project Officer  
Arlington County, Virginia  
2700 S Taylor Street  
Arlington, Virginia 22206  
Phone: (703) 228-7249  
Email: [mchaney@arlingtonva.us](mailto:mchaney@arlingtonva.us)

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB

Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto: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

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

MANPOWER US INC.

PRINT: Lucas Alexander  
DocuSigned by:  
SIGNATURE: *Lucas Alexander*  
5D2342428F9D4B4...  
TITLE: Procurement Officer  
DATE: 8/27/2021

PRINT: Nicole Langley  
DocuSigned by:  
SIGNATURE: *Nicole Langley*  
0628E988B9B745B...  
TITLE: Regional Vice President  
DATE: 8/27/2021

EXHIBIT B - 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



## CITY OF ALEXANDRIA, VA

## CITY OF ALEXANDRIA, VA CODE TITLE 3, CHAPTER 3

<b>MODIFICATION OF CONTRACT</b>		1. CONTRACT NAME <b>Temporary Staffing Services</b>		PAGE <b>1</b>	OF PAGES <b>1</b>
2. MODIFICATION NO. <b>004</b>		3. EFFECTIVE DATE <b>August 12, 2021</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY  <b>PROCUREMENT DIVISION 100 N. PITT ST., SUITE 301 ALEXANDRIA, VA 22314</b>			7. ADMINISTERED BY (If other than item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., Town, County, State and ZIP Code)  <b>Manpower International, Inc. 1000 Wilson Blvd. Suite M730 Arlington, VA 22209</b>			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>RFP00000173/BPO 13-05732/ 1625</b>	
				10B. DATED (SEE ITEM 13) <b>August 20, 2012</b>	
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 <b>one (1)</b> 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) <b>Purchasing Policies and Procedures</b>				
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.  <b>All other terms and conditions remain unchanged.</b>					
15A. NAME AND TITLE OF SIGNER (type or print) <b>Nicole Langley Regional vice President</b>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Kazonga Singleton, Acting Deputy Purchasing Agent</b>		
15B. CONTRACTOR <i>Nicole Langley</i> 0628E999D9D745B <b>(Signature of person authorized to sign)</b>		15C. DATE SIGNED <b>8/12/2021</b>	16B. CITY OF ALEXANDRIA, VA BY <i>Kazonga T Singleton</i> <b>(Signature of Contracting Officer)</b>		16C. DATE SIGNED <b>8/12/2021</b>