

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

NOTICE OF CONTRACT CONSENT TO ASSIGNMENT

CGI Technologies and Solutions Inc.
11325 Random Hills Road, 8th Floor
Fairfax, VA 22030

DATE ISSUED:

December 9, 2019

CURRENT REFERENCE NO:

16-311-RFPLW-8

CONTRACT TITLE:

Information Technology
Staff Augmentation Services

THIS IS A NOTICE OF CONSENT TO ASSIGNMENT OF CONTRACT 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. 16-311-RFPLW-8 below including any attachments or amendments thereto.

EFFECTIVE DATE: October 1, 2021

EXPIRES: December 8, 2024

RENEWALS: One (1) one-year Renewal Option Remaining

COMMODITY CODE(S): 92064, 92065

LIVING WAGE: Y

PROFESSIONAL SERVICES: N

ATTACHMENTS:

Consent to Assignment

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Kathleen Galvin

VENDOR TEL. NO.:

(404) 275-3140

EMAIL ADDRESS: Kathleen.Galvin@cgi.com

COUNTY CONTACT: Ishai Trani, DTS – Technology Services

COUNTY TEL. NO.:

(703) 228-3408

COUNTY CONTACT EMAIL: itrani@arlingtonva.us



**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 16-311-RFPLW-8**

**AMENDMENT NUMBER 1
ASSIGNMENT OF AGREEMENT**

This Amendment Number 1 (“Amendment”) is made on October 1, 2021, and amends Agreement Number 16-311-RFPLW-8 (“Main Agreement”) between Array Information Technology, 7474 Greenway Center Drive, Suite 600, Greenbelt, Maryland 20770 (“Contractor”), and the County Board of Arlington County, Virginia (“County”).

Array Information Technology and the County entered into the Main Agreement for the provision of Information Technology (IT) Staff Augmentation Services to provide IT Staff Augmentation.

CGI Technologies and Solutions Inc. has assumed all of Array Information Technology rights and obligations to provide Information Technology (IT) Staff Augmentation Services in the Main Agreement. The work and payment called for under this amendment shall be subject to all terms and conditions of the Main Agreement unless specifically changed by the terms and conditions of an additional amendment.

The County consents to the assignment of Information Technology (IT) Staff Augmentation Services of the Main Agreement to CGI Technologies and Solutions Inc. beginning on October 1, 2021 (“Effective Date”).

The Main Agreement is therefore amended as follows:

1. Array Information Technology is in all instances replaced with CGI Technologies and Solutions Inc.;
2. The term “Contractor” in the Main Agreement means CGI Technologies and Solutions Inc.;
3. The Notices for CGI Technologies and Solutions Inc. shall be delivered to:

TO THE CONTRACTOR:

Kathleen Galvin, Vice President
CGI Technologies and Solutions Inc.
11325 Random Hills Road, 8th Floor
Fairfax, VA 22030
Email: kathleen.galvin@cgi.com

4. **Contract Documents:** The following Contract Documents are hereby **added**:

Exhibit D – Living Wage Forms
Exhibit E – Living Wage Quarterly Compliance Report

Exhibit F – COVID-19 Vaccination Policy for Contractors Certification Form (attached)
Exhibit G – Contractor COVID-19 Vaccination Quarterly Compliance Certification (attached)

5. Audit is hereby deleted and replaced with:

33. AUDIT

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.

6. Notices is hereby deleted and replaced with:

47. NOTICES

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:

Kathleen Galvin, Vice President
CGI Technologies and Solutions Inc.
11325 Random Hills Road, 8th Floor
Fairfax, VA 22030
Email: kathleen.galvin@cgi.com

TO THE COUNTY:

Ishai Trani, Project Officer
DTS – Technology Services
2100 Clarendon Boulevard, Suite 610
Arlington, Virginia 22201

AND

Dr. 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

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

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

7. Service Contract Wage Requirements is hereby deleted and replaced with:

33. SERVICE CONTRACT WAGE REQUIREMENTS

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 Go (see sample notice in Exhibit D);
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 E;
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 E).

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.

8. **Incorporation of Sexual Harassment Policy** is hereby added to the Contract Terms and Conditions.

53. SEXUAL HARASSMENT POLICY

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.

9. **Incorporation of COVID-19 Vaccination Policy for Contractors** is hereby added to the Contract Terms and Conditions.

54. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly

testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits F). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, the Contractor may email contractorvaccineinfo@arlingtonva.us.

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

WITNESS these signatures:

The County Board of Arlington County, Virginia

DocuSigned by:
Tomeka D. Price
5950D4E5A07140
AUTHORIZED SIGNATURE

NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER
DATE: 11/29/2021

Array Information Technology

DocuSigned by:
David Joslin
BB90EE7A83744
AUTHORIZED SIGNATURE:

NAME AND TITLE: DAVID JOSLIN,
CHIEF GROWTH OFFICER
DATE: 11/23/2021

CGI Technologies and Solutions Inc.

DocuSigned by:
Kathleen Galvin
86EA1112A50744
AUTHORIZED SIGNATURE:

NAME AND TITLE: Kathleen Galvin
Vice President
DATE: 11/24/2021

EXHIBIT D

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
A

\$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 G

CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

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

I hereby certify that all _____ (Contractor Name) employees and subcontractors working on Contract No. _____ are fully vaccinated against COVID-19, being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

Date: _____

Signature: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____



October 7, 2021

Arlington County, Virginia
Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Attention: Cynthia Davis, Procurement Officer

RE: Information Technology Staff Augmentation Services (Agreement No. 16-311-RFPLW-8) dated December 9, 2019 between County Board of Arlington County, Virginia and Array Information Technology, Inc., together with any amendments, exhibits, attachments, supplements, orders and statements of work thereto (collectively, the "Agreement")

Dear Ms. Davis:

We are pleased to inform you that on October 1, 2021, CGI Federal Inc. ("CGI Federal"), a wholly-owned subsidiary of CGI Technologies and Solutions Inc. ("CGI T&S"), acquired all outstanding shares of Array Information Technology, Inc. ("Array").

CGI T&S is a wholly-owned subsidiary of CGI Inc. ("CGI"). Founded in 1976, CGI is among the largest independent Information Technology (IT) and business process services firm in the world. CGI shares are listed on the TSX (GIB.A) and the NYSE (GIB) and CGI's website is www.cgi.com.

We look forward to continue fostering our relationship with you while leveraging CGI's range of services and solutions that can support your business and enable your strategic initiatives.


Array will be assigning the Agreement to CGI T&S, its parent entity. Section 34 of the Agreement requires your consent to the assignment of such Agreement. Accordingly, we respectfully request that you sign below where indicated to confirm your consent and return a copy by October 18, 2021 via email to Lisa Hertzberg at lisa.hertzberg@cgi.com. Your consent to the proposed assignment is understood to be conditional upon, and not effective until, the completion of the Assignment. Effective October 1, 2021, all payments due under the Agreement should be directed to CGI T&S, using the banking information provided in the attached Exhibit A.

If you have any questions, feel free to contact Lisa via the email address above or at 240-271-5006.

[The remainder of this page is intentionally left blank.]

Very truly yours,

**ARRAY INFORMATION TECHNOLOGY,
INC.**

By: 

Scott M. Sayers
Director of Contract

ACKNOWLEDGED AND AGREED as of the
date first set forth above:

**COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA**

By: _____

Name: _____

Title: _____

Array Information Technology, Inc.

7474 Greenway Center Drive • Suite 600 • Greenbelt • MD 20770-3504

Tel: 301-345-8188 • Fax: 240-331-4273