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

NOTICE OF CONTRACT AMENDMENT

TO: ARLINGTON FOOD ASSISTANCE CENTER DATE ISSU

2708 S. Nelson Street

DATE ISSUED:

July 1, 2021 22-DHS-EP-12

Arlington, VA 22206

CONTRACT TITLE: Emergency Food Assistance

AMENDMENT NO:

CONTRACT NO:

2

THIS IS A NOTICE OF A CONTRACT 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. 22-DHS-EP-12 including any attachments or amendments thereto.

EFFECTIVE DATE: August 1, 2021

EXPIRES: June 30, 2022

RENEWALS: Four (4) Renewals Remaining

COMMODITY CODE(S): 95236

LIVING WAGE: N

ATTACHMENTS:

AMENDMENT No. 2

EMPLOYEES NOT TO BENEFIT:

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

<u>VENDOR CONTACT:</u> Charles Meng <u>VENDOR TEL. NO.:</u> <u>571 384 1442</u>

VENDOR EMAIL ADDRESS: charles.meng@afac.org

<u>COUNTY CONTACT:</u> Noelle Joukar, DHS-Economic Independence Division <u>COUNTY TEL. NO.:</u> (703) 228-1331

COUNTY CONTACT EMAIL: njoukar@arlingtonva.us

ARLINGTON COUNTY, VIRGINIA AGREEMENT NO. 22-DHS-EP-12 AMENDMENT NUMBER 2

This Amendment Number 2 is made on August 1, 2021, and amends Agreement Number 22-DHS-EP-12 ("Main Agreement") dated July 1, 2021, between <u>ARLINGTON FOOD ASSISTANCE CENTER</u> ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Contract Terms and Conditions and Exhibit A – Scope of Work called for under the Main Agreement as follows:

1. Contract Documents: The following Contract Documents are hereby <u>added</u>:

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

2. Contract Amount is hereby deleted in its entirety and replaced with:

CONTRACT AMOUNT

The County will pay the Contractor for services that the Project Officer accepts in the amount of \$138,875.00 per quarter, up to the maximum amount of \$555,500 for a one-year term in accordance with the terms of the Payment section below and of Exhibit B. The County will reimburse the Contractor up to \$90,000.00 for the period of August 1, 2021, to June 30, 2022, for a food insecurity study.

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

3. Payment is hereby deleted in its entirety and replaced with:

PAYMENT

The Contractor must submit quarterly invoices at the beginning of each quarter to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The Contractor must submit backup documentation for each of the previous quarter payments by October 15th, January 15th, April 15th, and July 15th to the County's Project Officer, who will either approve the backup documentation or require corrections.

The Contractor must submit quarterly reimbursement invoices for the food insecurity study at the end of each quarter to the County's Project Officer, who will either approve the invoice or require corrections. The final reimbursement invoice must be sent no later than June 30, 2022. Reimbursement invoices must be accompanied with supporting documentation as requested by the County, including, but not limited to general ledger reports and paid invoices. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

4. Incorporation of COVID-19 Vaccination Policy for Contractors: Clause Number 52. COVID-19 Vaccination Policy for Contractors is hereby added to the Contract Terms and Conditions:

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 within five working days of the end of each quarter (see Exhibit 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, Contractors may email contractorvaccineinfo@arlingtonva.us.

- **S.** Revised Exhibit A, Scope of Work is hereby modified to add additional services for the Contractor to contract with a research partner to conduct a food security study focused on Arlington for the Food Security Task Force as described in Section C, I. Services By The Contractor, Item # H in the attached Revised Exhibit A, Scope of Work.
- **Exhibit B, Contract Pricing** is hereby modified to add the reimbursable amount of up to \$90,000.00 to the Contractor as described in the attached **Revised Exhibit B, Contract Pricing**.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA	ARLINGTON FOOD ASSISTANCE CENTER
AUTHORIZED Docusigned by: SIGNATURE: Jomeka D. Price 5950D4E0ACC0472	AUTHORIZED Docusigned by: SIGNATURE: Liables Mung 16A1BF4023694EF
NAME: TOMEKA D. PRICE	NAME: Charles Meng
TITLE: PROCUREMENT OFFICER	TITLE: Chief Executive Officer
DATE: 9/22/2021	DATE:
	3 AGREEMENT NO. 22-DHS-EP-12

REVISED EXHIBIT A **SCOPE OF WORK**

INTRODUCTION - DHS STANDARDS OF SERVICE:

DHS is committed to ensuring that its service providers deliver effective, equitable, understandable, trauma informed and respectful quality care. Therefore, the Contractor must

- A. Provide services that are responsive to diverse cultural beliefs and practices, experiences of racism, preferred languages, health literacy, and other community needs.
- B. Approach, engage and care for clients in a culturally and linguistically competent manner, including but not limited to:
 - 1. Cultural identity
 - 2. Racial and/or ethnic
 - 3. religious/spiritual ascription
 - 4. gender identity
 - 5. physical capability
 - 6. cognitive level
 - 7. sexual orientation
 - 8. linguistic needs
- C. Provide services that are tailored to age, diagnosis, developmental level, geographical and educational needs.

I. SERVICES BY THE CONTRACTOR

The Contractor shall:

- A. Provide emergency food assistance at the Contractor's Food Assistance Center, 2708 S. Nelson Street, Arlington for Arlington County residents referred by public and private agencies. Services shall be provided during Contractor's designated times for food distribution on site Monday through Saturday. Clients shall receive food assistance at the center once per week unless otherwise specified.
- B. Serve Arlington County residents referred by Arlington County or other social service organizations. Contractor shall verify the client's identity through a photo ID.
- C. Collect data on number and demographics of clients served as stated in Exhibit C.
- D. Provide staffing to fulfill the contract requirements.
- E. Meet with the County Project Officer to provide food assistance service updates, policy reviews or recommend changes or any other service-related issues, upon request of the Project Officer.
- F. Submit accurate and timely reporting documents to the Project Officer as required (Section III, Programmatic Reports).
- G. Contract with a language interpretation service provider to accommodate clients whose primary language is not English.

H. Contract with a research partner to conduct a food insecurity study in Arlington for the Food Security Task Force. Food insecurity is defined by the United States Department of Agriculture (USDA) as the disruption of food intake or eating patterns because of lack of money and other resources.

The Contractor will be responsible for executing the contract with the research partner and paying invoices for the work.

II. POLICIES AND PROCEDURES REQUIRED BY THE CONTRACTOR

- A. Provide Quality assurance to ensure accurate data collection and reporting.
- B. Provide volunteer recruitment, screening and management.
- C. Provide management of critical incidents. A critical incident is considered an actual or alleged event that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a client or staff.
- D. Provide language interpretation accommodation to implement the services, including staff training.
- E. Provide implementation of culturally and linguistically competent services and service delivery, as detailed above in Introduction DHS Standards of Service.
- F. Provide a written policy on inclement weather.
- G. Have a Continuation of Operation Plan (COOP) detailing procedures for continuing services during crisis situations such as natural disasters or pandemics.

III. QUARTERLY PROGRAMMATIC REPORTS

The Contractor must submit quarterly programmatic reports that include:

- 1. Average number of families served per month delineated by family size (large–4+ members/small families 1-3 members) and average of individuals served delineated by age (Seniors, 65+, adults age 18-64, and children, age 0-17.
- 2. Demographic Report of families and individuals served including race, age, residency, gender and country of origin.

Quarterly programmatic reports are due by October 15, January 15, April 15 and July 15; reporting templates are attached, Exhibit C.

IV. BUDGET AND FINANCIAL REPORTS

A. BUDGET

Any transfer of funds between budget line items resulting in a greater than ten percent (10%) variance will require prior written approval from the County Project Officer.

B. FINANCIAL REPORTS

The Contractor shall submit a quarterly financial report showing actual expenses for the quarter, and the General Ledger (GL) for the reported expenses, no later than the 15th of the month after the quarter ends (October 15, January

15, April 15, and July 15). Failure to submit the required quarterly financial report and back-up documentation within the specified due date may result in delayed payments from the County.

V. ADMINISTRATIVE CAP

An administrative cap of up to ten percent (10%) is allowable under this contract. Program administration costs include, but not limited to, rent, staff salaries for oversight and general management, and utilities. The Contractor must submit the proposed line items and amounts to the Project Officer for review and approval.

REVISED EXHIBIT B

CONTRACT PRICING

Arlington Food Assistance Center - FY 2022 Budget		get
	FTE	Total
Personnel:		
		40
Total Personnel		\$0
Non-Personnel:		
For the purchase of food for Arlington County residents in		
need		\$555,500
Total Non-Personnel		\$555,500
Admin Con Date		00/
Admin Cap Rate		0%
Admin Cap		\$0
Grand Total		\$555,500

The County will reimburse the Contractor up to \$90,000.00 for the period of August 1, 2021, to June 30, 2022, for a food insecurity study.

Company Address:

EXHIBIT F

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(Contr an Arlington County contract in County owned, controlled, or les services provided at that location are exclusive to Arlington responsibilities have been fully vaccinated against COVID-19 or a	ased facilities or facilities operated by a contractor if the County Government, or contractors with public facing
Please do not send individual employee vaccine/testing informat	ion.
Date:	-
Signature:	
Printed Name and Title:	
Company Name:	-