

- (3) Purchase of Insurance. Upon a written determination made in advance by the Purchasing Agent that competitive negotiation for the purchase of insurance is either not practicable or not fiscally advantageous, insurance may be procured through a licensed agent or broker who shall be selected in the same manner provided for in Section 4-102 (1), above.

4-103 Service Contract Wages

(1) Required Wage Rate. Except as otherwise provided in this Article, each public contract for the provision of services in excess of \$100,000, awarded after competitive sealed bidding or competitive negotiation, shall require that the contractor pay each employee assigned to perform such services under such public contract an hourly rate to be determined as follows:

A. The initial Required Wage Rate shall be \$10.98. The Required Wage Rate may be adjusted annually, as proposed by the County Manager and adopted by the County Board during the Budget adoption process. The annual adjustment shall be no less than that approved as the living wage for County employees. The Required Wage Rate, as adjusted, shall be effective July 1 of each year. The Purchasing Agent shall post the Rate in the Office of the Purchasing Agent and on the County's website. The adjusted Rate shall be applicable to any contract, to which this Article 4-103 applies, in effect at the time of the adjustment, or any applicable contract awarded during the twelve month period following the adjustment.

(2) Covered Service Contracts

A. The Purchasing Agent, in consultation with the County Manager, shall have the authority to determine those County contracts that are covered by the wage requirements of this Article, including the discretion to expand the limits set forth in 4-103(4)(A) consistent with Virginia law and with the concept and definition of best value.

B. The Purchasing Agent shall maintain at all times an updated list of covered service contracts in the Office of the Purchasing Agent and on the County website.

(3) Contractor Responsibilities

A. In addition to applying the Required Wage Rate to its own employees pursuant to the terms of its contract with the County, the contractor under each such public contract shall include the provisions of Article 4-103 in every subcontract so that such provisions will be binding upon each subcontractor. When a contractor undertakes a public contract subject to this Article 4-103, the contractor agrees to assume the obligation that this section's wage requirements will be observed in fulfilling the requirements of the public contract. The appropriate enforcement sanctions under Article 4-103 may be invoked against the contractor and any such subcontractor in the event of such subcontractor's failure to comply with any of the provisions of Article 4-103.

B. The Required Wage Rate shall be paid without contemporaneous or subsequent deduction or rebate of any nature, except such payroll deductions as are required or permitted by law, by a collective bargaining agreement, or by specific written authorization from an employee.

C. Publication and Notice

1. As soon as possible after the annual determination of the Required Wage Rate, the contractor shall post the rate, in English and Spanish, on a form supplied by the Purchasing Agent, in a prominent place at its offices and at each location where its employees perform services under a County contract.

2. Within five days of an employee's request, a contractor shall provide to such employee a written statement, in English and Spanish, on a form supplied by the Purchasing Agent, setting forth the prevailing Required Wage Rate.

3. Notice of the Required Wage Rate shall be stated in the procurement solicitation.

D. **Records and Reports.** Each contractor and its subcontractors subject to the provisions of this Article 4-103, shall:

1. for a period of three years after the expiration or earlier termination of the applicable public contract, keep and preserve records which show wages and benefits provided by such contractor and its subcontractors to each employee assigned to perform services under such public contract. The Purchasing Agent, or his designee, shall have the authority to examine such records at reasonable times for the purpose of administering and enforcing the provisions of this Article, and to make copies of all or any parts thereof; and

2. on a quarterly basis during the term of the applicable public contract, submit to the Purchasing Agent a report, in a form acceptable to the Purchasing Agent, which shows hourly wage rates, wages and benefits provided by such contractor and its subcontractors to each employee assigned to perform services under any such public contract, and such other information as may be required by the Purchasing Agent.

E. **Anti-Retaliation.** No contractor or subcontractor shall discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the Purchasing Agent as described below, or takes any other action to enforce the provisions of this Article.

(4) **Limits on Applicability**

A. Subject to the authority conferred in 4-103(2)(A) to expand the limits of applicability, the provisions of Article 4-103 shall apply only to public contracts with a value greater than \$100,000 performed on County-owned or controlled property, and shall not apply to contracts for professional services, contracts for construction, construction management contracts, design build contracts, contracts for goods, or contracts procured by emergency or by sole source. The Required Wage Rate shall not be applicable to jail inmates.

B. Article 4-103 shall not have retroactive application or effect. The wage rates in effect at the time a public contract is awarded to a contractor by the County shall remain in effect under the contract during its original term. At the time of the exercise by the County of any renewal option under a public contract, the Required Wage Rate shall be adjusted as provided above, and as adjusted, shall remain in effect during the renewal term and shall become a material provision of the renewal.

(5) Enforcement

A. Any contractor or subcontractor that fails to pay an employee the prevailing Required Wage Rate shall be liable to the affected employee in the amount of the unpaid wage, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by law.

B. Within six months of a contractor's or subcontractor's failure to comply with the wage requirements of a public contract, an aggrieved employee may file a complaint with the Purchasing Agent. The Purchasing Agent shall investigate the complaint and in the event that the complaint has merit, the Purchasing Agent shall direct the contractor or subcontractor to make restitution forthwith. The failure of the contractor or subcontractor to comply with the directive of the Purchasing Agent shall be grounds for termination of such public contract and for debarment of the contractor or subcontractor, in accordance with Article 6.

(6) Administrative Procedures. The Purchasing Agent, in consultation with the County Manager, shall have the authority to promulgate additional departmental procedures, not inconsistent with the provisions of this Article, designed to administer and enforcement this Article.