

Office of the Purchasing Agent - Living Wage Policy

The living wage policy, as it pertains to County Contracts, is covered in §4-103 of the Arlington County Purchasing Resolution.

Listed below are questions and answers about the policy. If you need clarification of any of the answers, or have more specific questions, please contact the Purchasing office at 703-228-3410 or livingwage@arlingtonva.us.

- **Question 1: When did the policy go into effect?**

Answer 1: The changes to the Resolution went into effect on June 28, 2003.

- **Question 2: What is the current Living Wage rate?**

Answer 2: Effective July 1, 2021, the rate is \$17.00 per hour.

- **Question 3: Does the new rate apply to existing contracts?**

Answer 3: The new rate applies to contracts covered by the policy that are existing or newly awarded after the effective date of July 1, 2021.

- **Question 4: Due to the County extension of Living Wage policies on July 17, 2021, do I need to wait until my contract renewal time to request the \$17.00 per hour contract adjustment?**

Answer 4: Due to the County's extension of Living Wage policies on July 17, 2021, Contractors with existing Living Wage contracts may request a contractual increase prior to the contract renewal date. To do so, the Contractor must provide documentation demonstrating increased service delivery costs to pay its employees and subcontractors the current Living Wage rate. This information should be sent to the Project Officer listed on the contract.

- **Question 5: How often will the rate change?**

Answer 5: The rate will be established on an annual basis, effective July 1 of each year. Any adjustment to the rate will be posted on the Purchasing Website by July 1, will be applicable to any affected contract in effect on July 1, and any affected contract that is awarded during the twelve-month period following July 1.

- **Question 6: What types of contracts are covered?**

Answer 6: The policy generally applies to service contracts with an estimated annual value greater than \$50,000 performed on County owned or 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 services. The policy does not generally not apply to contracts for professional services, contracts for construction, construction management contracts, design

build contracts, contracts for goods, or contracts procured by emergency. Public works operations and maintenance type services contracts may also be subject to Living Wage. The County may decide to expand or adjust the limits to include other contracts.

- **Question 7:** How will the County ensure that a contractor is paying the living wage to its employees?

Answer 7: Any contractor who is awarded a contract that includes the living wage requirement must provide a quarterly report to the Office of the Purchasing Agent that shows that their employees and subcontractors are being paid the living wage rate. The County will review these reports and supporting payroll documents to verify compliance.

- **Question 8:** What should an employee do if the contractor they are working for is not paying them the Living Wage?

Answer 8: Any employee who is not paid the living wage can file a complaint with the Purchasing Agent. The Purchasing Agent will investigate the claim and if it is valid, the contractor will be required to pay the employee the amount of the unpaid wage, plus interest and less any deductions required or permitted by law.

Contractors are not permitted to retaliate against an employee who files a complaint that a contractor is not paying them the proper rate or who takes any other action related to enforcement of the living wage policy.

- **Question 9: What will happen to a contractor if they fail to pay the correct wage after the Purchasing Agent has notified them or if they do not comply with the quarterly submission requirement?**

Answer 9: Failure to pay the correct wage or to comply with contractual living wage requirements may be grounds for the Purchasing Agent to terminate the contract, and suspend or debar the contractor under Article 6 of the Purchasing Resolution.