

SERIAL 16111 RFP STAFFING SERVICES AND RELATED SERVICES AND SOLUTIONS
Contract - ACRO Service Corporation

DATE OF LAST REVISION: March 14, 2017

CONTRACT END DATE: December 31, 2019

CONTRACT PERIOD THROUGH DECEMBER 31, 2019

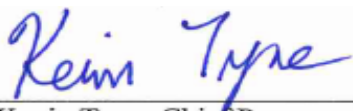
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **STAFFING SERVICES AND RELATED SERVICES AND SOLUTIONS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 16, 2016 (Eff. 01/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SD/mm
Attach

Copy to: Office of Procurement Services
Kelly Farrow, Human Resources

(Please remove Serial 08033-LOI from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 16111-RFP

This Contract is entered into this 16th day of November, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ACRO Service Corporation, a Michigan corporation ("Contractor") for the purchase of Staffing and Related Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Three (3) years, beginning on the 1st day of January, 2017 and ending the 31st day of December, 2019.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Six (6) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A, A-1, A-2, A-3, A-4, A-5."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)

- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County

3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

- 3.7.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B" **and Exhibit "B-1"**, or as otherwise directed in writing by the Procurement Officer or other using organization.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations as required.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend, indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.8 **Commercial General Liability.**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 **Automobile Liability.**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 **Professional Liability.**

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

6.2.13 **Crime – If any vendor is touching County funds**

CONTRACTOR shall maintain Commercial Crime Liability Insurance with a limit of not less than \$500,000 for each occurrence. The policy shall include, but not be limited to, coverage for employee dishonesty, fraud, theft, or embezzlement.

6.2.14 **Cyber – If a vendor is “getting into” County computer systems**

Policy Limit:

6.2.14.1 The policy shall be issued with minimum limits of \$100,000.

6.2.14.2 The policy shall include coverage for all directors, officers, agents and employees of the Contractor.

6.2.14.3 The policy shall **include coverage for third party fidelity.**

6.2.14.4 The policy shall **include coverage for theft.**

6.2.14.5 The policy shall **contain no requirement for arrest and conviction.**

6.2.14.6 The policy shall cover loss outside the premises of the **Named Insured.**

6.2.14.7 The policy shall endorse (**Blanket Endorsements are not acceptable**) the Department as **Loss Payee** as our interest may appear.

6.2.15 **Sexual molestation and physical abuse**

When services involve working with these groups of individuals, the insurance requirements in the contract need to be revised to include coverage for "**sexual molestation and physical abuse**". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.

6.2.15.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

a. **The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: "(____), its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

6.2.15.2 Minimum Limits:

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Sexual Abuse/Molestation	\$1,000,000

6.2.16 Medical Mal – Any contractor that has a medical degree doing work with patience such as Psych or any other type of treatment

Medical Malpractice insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for Medical Malpractice of the Contractor, with limits of no less than \$5,000,000 for each claim.

6.2.17 Certificates of Insurance.

6.2.17.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.17.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.17.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.18 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 WARRANTY OF SERVICES:

- 6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 REQUIREMENTS CONTRACT:

- 6.4.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 6.4.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 6.4.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.5 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.6 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.7 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may

agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.7.1 Cancel the stop-work order; or
- 6.7.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.7.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.9.2 Make progress, so as to endanger performance of this contract; or
- 6.9.3 Perform any of the other provisions of this contract.
- 6.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11 CONTRACTOR LICENSE REQUIREMENT:

- 6.11.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws,

ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.12 SUBCONTRACTING:

6.12.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.12.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.14 ADDITIONS/DELETIONS OF SERVICE:

6.14.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.15 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.16 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.17 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.18 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.19 ISRAEL BOYCOTT:

By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq.*

6.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.20.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.20.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.20.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.20.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.20.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.21.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the

County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.22 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.22.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.22.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.23 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.

6.23.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

6.23.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.23.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.24 Uniform Administrative Requirements:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

6.25 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.25.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more

than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.25.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.25.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.26 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.27 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.28 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.29 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.30 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.31 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.32 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.33 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.34 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.34.1 Exhibit A, Vendor Information;
- 6.34.2 Exhibit A-1, Pricing;
- 6.34.3 Exhibit A-2, Pricing;
- 6.34.4 Exhibit A-3, Pricing;
- 6.34.5 Exhibit A-4, Pricing;
- 6.34.6 Exhibit A-5, Pricing;
- 6.34.7 Exhibit A-6, IT Project Pricing;
- 6.34.8 Exhibit B, Scope of Work;
- 6.34.9 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy.
- 6.34.10 **Exhibit B-1, Deliverable Based Product for IT**

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Mr. Rick Faber
Executive Vice-president
ACRO Service Corporation
39209 Six Mile Road, Suite #250
Livonia, MI. 48152

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Richard E. Faber

AUTHORIZED SIGNATURE

Richard Faber, Executive Vice President
PRINTED NAME AND TITLE

39209 W. Six Mile Rd #250, Livonia MI
ADDRESS 48152

October 6, 2016
DATE

MARICOPA COUNTY

[Signature]

CHAIRMAN, BOARD OF SUPERVISORS

NOV 16 2016

DATE

ATTESTED:

[Signature]

CLERK OF THE BOARD

NOV 16 2016

DATE

APPROVED AS TO FORM:

[Signature]

LEGAL COUNSEL

November 2, 2016
DATE

EXHIBIT A

VENDOR INFORMATION

COMPANY NAME:		Acro Service Corp.	
VENDOR NUMBER			
MAILING ADDRESS:		39209 Six Mile Road, Suit #250	
		Livonia, MI 48152	
REMIT TO ADDRESS:		39209 Six Mile Road, Suit #250	
		Livonia, MI 48152	
TELEPHONE NUMBER:		734-591-1100 720/684-7180	
FACSIMILE NUMBER:		734-591-1217	
WEB SITE:		www.acrocorp.com	
REPRESENTATIVE NAME:		Mr. Tim Nau Kent Stastny	
REPRESENTATIVE PHONE NUMBER:		414-312-0975	
REPRESENTATIVE E-MAIL:		tnau@acrocorp.com kstastny@acrocorp.com	
			YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			<input type="checkbox"/>
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:			<input type="checkbox"/>
PAYMENT TERMS:			
<input checked="" type="checkbox"/> NET 30 DAYS			

EXHIBIT A-1 ALL STATES ADMINISTRATIVE PRICING

- *Please contact Acro for Pricing.*

EXHIBIT A-2 ALL STATES MEDICAL PRICING

- *Please contact Acro for Pricing.*

EXHIBIT A-3 ALL STATES TECHNOLOGY PRICING

- *Please contact Acro for Pricing.*

DIRECT PLACEMENT FEES

~~I. Conversion Fees~~

~~II. Direct Placement Fees~~

~~III. Assessment Testing and Evaluations~~

~~IV. Payroll Service Rates by State (See EXHIBIT A-4)~~

~~I. Conversion Fees:~~

~~Conversion Fees: A participating public agency may hire any temporary employee without a conversion fee after 90 days (520 hours) for any Clerical/Administrative, Call Center/CSR, Food Related Services, Industrial/Laborer, Trades personnel OR 180 days (1040 hours) for all other classifications as listed in pricing sheets B, C and D.~~

~~If an agency hires a temporary worker prior to 520 hours or 1040 hours, respectively, mentioned above, a conversion fee will be charged. The conversion fee shall be equal to 160 hours times the temporary employee's straight time hourly rate.~~

~~II. Direct Placement Fees:~~

~~Aero offers permanent hire services and is pleased to provide the following pricing for such services. Aero will bill a participating public agency a permanent hire services fee equivalent to 16% of the starting annual salary (including guaranteed compensation of any kind, but excluding variable compensation, e.g., performance based bonuses) at which the candidate recruited by Aero or its associate vendors is hired by the participating public agency. For purposes hereof, annual salary shall be defined as: hourly pay rate x 2080, or weekly pay rate x 52, or monthly pay rate x 12.~~

~~III. Assessment Testing and Evaluation:~~

~~Aero utilizes Kenexa Prove It! Skills Testing and Pre-Employment Assessments. Aero has access to the entire library of Kenexa assessment tests. All sub-contractors will also utilize the same tests when required. All tests are included in our pricing there are no additional fees for assessments~~

EXHIBIT A-5

DIRECT PLACEMENT FEES

Conversion, Direct Placement and Assessment/Training

As a part of the Acro MSP Program for Maricopa County the following additional terms are included:

- I. Conversion Fees**
- II. Direct Placement Fees**
- III. Assessment Testing and Evaluations**

I. Conversion Fees:

Conversion Fees: A participating public agency may hire any temporary employee without a conversion fee after 90 days (520 hours) for any Clerical/Administrative, Call Center/CSR, Food Related Services, Industrial/Laborer, Trades personnel OR 180 days (1040 hours) for all other classifications as listed in pricing sheets A 1, A 2 and A 3.

If an agency hires a temporary worker prior to 520 hours or 1040 hours, respectively, mentioned above, a conversion fee will be charged. The conversion fee shall be equal to 160 hours times the temporary employee's straight time hourly rate.

II. Direct Placement Fees:

Acro offers permanent hire services and is pleased to provide the following pricing for such services. Acro will bill a participating public agency a permanent hire services fee equivalent to 16% of the starting annual salary (including guaranteed compensation of any kind, but excluding variable compensation, e.g., performance based bonuses) at which the candidate recruited by Acro or its associate vendors is hired by the participating public agency. For purposes hereof, annual salary shall be defined as: hourly pay rate x 2080, or weekly pay rate x 52, or monthly pay rate x 12.

III. Assessment Testing and Evaluation:

Acro utilizes Kenexa Prove It! Skills Testing and Pre-Employment Assessments. Acro has access to the entire library of Kenexa assessment tests. All sub contractors will also utilize the same tests when required. All tests are included in our pricing there are no additional fees for assessments

EXHIBIT B**SCOPE OF SERVICES STAFFING AND RELATED SERVICES****1.0 INTENT:****1.1 MASTER AGREEMENT (US COMMUNITIES):**

Maricopa County, AZ (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is entering in contracts from qualified suppliers to enter into a Master Agreement for a complete line of Staffing Services and Related Services and Solutions (herein “Products and Services”).

- 1.2 To establish a nationwide purchasing requirements contract with Staffing Services providers to provide all services in Section 2.0 of this document. This includes any proposed management tools available (see Section **2.14**).
- 1.3 Other governmental entities under agreement with the County may have access to services provided hereunder (see Section 2.17 and 2.18 and Exhibit 6, MICPA).
- 1.4 The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:**2.1 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES:**

- 2.1.1 **Staffing Services** – The complete portfolio of staffing services available by Contractor. Including administrative staffing (administrative, professional, laborer, technical, trades, etc.), information technology staffing, medical staffing, and any other staffing services offered by Contractor.
- 2.1.2 **Managed Service Provider Solutions** – The complete portfolio of managed service provider solutions such as contingent workforce management strategy development, strategic vendor management technology, risk mitigation methods, employment compliance methods, rate and spend management (cost savings), efficient standard processes and workflow, staffing vendor selection and management, workforce utilization trends, in-depth program reporting and analytics, and any other managed service provider solutions offered by Contractor.
- 2.1.3 **Related Services and Solutions** – The complete range of related services and solutions offered by Contractor such as temporary-to-hire services, direct hire services, outsourcing solutions, career management consulting, independent contractor compliance/risk management, onsite management programs, recruitment process outsourcing, outplacement services, payroll services, and any other services and solutions offered by Contractor.

2.2 SUBCONTRACTING AND TEAMING ARRANGEMENTS:

The Contractor shall agree that all subcontractors will be bound by the rules and regulations contained in this contract.

- 2.2.1. Contractor may use Contractor’s affiliates as subcontractors, or other subcontractors, to perform Contractor’s services under this Contract, subject to Contractor remaining primarily responsible for its obligations under this Contract and ensuring that services are provided to the same extent that Contractor would have provided such services had

Contractor performed those services without the use of an affiliate or subcontractor. The Contractor shall ensure that any subcontractor or agent agrees to the same restrictions, conditions, and requirements that apply through this Contract to such subcontractors and agents. The Contractor shall keep the County informed concerning the performance of all the subcontractors.

- 2.2.2. Contractor may not have exclusive teaming arrangements and/or other contractual provisions that result in limiting or preventing full and fair competition.

2.3 CONTRACTOR RESPONSIBILITIES:

Contractor's employees shall be required to adhere to all work policies, procedures, and standards established by the County. The Contractor's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on the County's premises. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the County.

Contractor shall be responsible for the following:

- 2.3.1 Recruiting, hiring, and administering any evaluations and/or disciplinary actions, implementing any reassignments and/or terminations of contractor employees provided to the County by Contractor.
- 2.3.2 Maintaining a recruiting and hiring program that is in compliance with applicable federal and state employment laws and their implementing rules and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), and the Arizona Employment Protection Act ("AEPA").
- 2.3.3 Performing background screening on all contractor employees provided to the County, to include screening of credentials, licensure, personal history, qualifications, work history, and references, as well as criminal background checks and fingerprinting as provided herein. Contractor shall ensure that all contractor employees possess all certifications and qualifications necessary to enable them to perform their assignments.
- 2.3.4 Administering periodic performance evaluations for each contractor employee provided under this contract.
- 2.3.5 Informing contractor employees that they are required to adhere to the policies and procedures of the County. Contractor and/or its designee shall promptly notify the applicable County agency of any human-resource-type issue raised by a contractor employee that may affect the County, such as threats of violence, harassment, discrimination or retaliation.
- 2.3.6 Providing contractor employees all of County's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct contractor employees on the use of the procedure. Contractor shall obtain written acknowledgement from each contractor employee provided under this contract that she or he has read, understood and agrees to abide by those policies and procedures.
- 2.3.7 Providing harassment, discrimination, and retaliation training for all contractor employees provided under this contract. Contractor shall maintain a record of all such training.
- 2.3.8 Informing contractor employees in writing that they are employed by Contractor, not the County.

- 2.3.9 Notifying contractor employees in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the County.
 - 2.3.10 Preparing and distributing an Employee Handbook to contractor employees that identifies and explains Contractor's policies and procedures that will be followed during the course of contractor employees' employment with Contractor.
 - 2.3.11 Informing contractor employees in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the applicable County agency within 24 hours of receipt of any such reports.
 - 2.3.12 Being solely responsible for, and holding County harmless from, all administrative employment matters regarding contractor employees including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to its employees.
 - 2.3.13 Paying contractor employees in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Contractor shall maintain complete and accurate records of all wages paid to its employees assigned to provide services to County. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to its employees assigned to provide services to County. INTERVIEW OF PROSPECTIVE PERSONNEL:
- 2.4 The County shall have the right to interview all prospective personnel and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resume may be required upon request prior to an interview.
- 2.5 TRAINING:
- Referred personnel shall be immediately productive, requiring minimal training and orientation. In the event that extended training (over four (4) hours) is required, such as for an extended project or for any particular skill set, the Contractor may be required to pay the employee for up to sixteen (16) hours (two (2) business days) of training as determined by the County.
- 2.6 HOURS OF WORK:
- The work week shall be Monday through Friday. Contractor shall verify work hours at the time order is placed. Work hours and holidays will vary dependent upon the County and position. Normal working hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.
- There may be requirements for evening, weekend, and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend work shall not be considered overtime unless in excess of forty (40) hours.
- Overtime shall be defined as hours worked in excess of forty (40) per week. Should a temporary employee works on a holiday, regular pay shall apply to all hours under forty (40), and time and a half shall apply for hours over forty (40). Overtime must be approved in writing, in advance, by the Agency in order to be reimbursable.
- Lunch periods will range from 30-60 minutes and will be determined by the County. No payments shall be made for lunch periods.
- Each temporary employee will receive one 15 minute break in the morning and one 15 minute break in the afternoon, exact time of the break will be agreed to by the employee and the County.

2.7 TRANSPORTATION AND PARKING

It will be the Contractor or the contractor's employee's responsibility to provide transportation to and from the required locations. Parking may or may not be provided and, if not, will be the responsibility of the Contractor or the contractor employee.

2.8 TEMPORARY PERSONNEL EXPENSES:

Contractor shall be responsible for temporary personnel expenses. Contractor may bill for certain travel expenses on a case-by-case basis. Contractor shall seek County approval before billing for any travel expenses. If approved by the Prospective Personnel, travel expenses shall be reimbursed in accordance with the County's Travel Policy. Original receipts for travel must be submitted for reimbursement of allowable direct costs (lodging, communications, etc.).

2.9 CONTRACTOR SINGLE POINT OF CONTACT:

Each Contractor shall designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll free telephone number or email. The SPOC may have support staff that will serve as account managers for different County Agencies, or designated multiple points of contact in order to best provide service.

2.10 CONTRACTOR EMPLOYEE REQUIREMENTS:

2.10.1 Background Screening:

A background check is required for all employees of Contractor's staff providing services to the County. The cost of this service shall be incurred by the County.

Certain contractor employees based on position may be subject to various criminal checks, fingerprinting, and background checks upon whose results the County may choose to base its decision to accept an individual for an assignment. The requirements of these background checks are explained in Attachments B, C and D under Screening Fees. Contractor to include pricing for these services as indicated. The cost of this service shall be incurred by the County.

2.10.2 Drug Testing:

Drug testing requirements will vary for individual Agencies throughout the County. The County will identify if there is a drug test requirement at the time the order is placed. The County will pay for these tests as pass-through costs. These tests are normally conducted randomly, on a random number of temporary employees, in safety-sensitive positions, and consist of a urine sample. If a contractor employee fails a drug test, the contractor employee will no longer be eligible to provide services to the County under this contract. The requirements of these tests are explained in Attachments B, C and D under Screening Fees. Contractor to include pricing for these services as indicated. The cost of this service shall be incurred by the County.

2.10.3 If driving is a requirement of a position, County Agencies will require a DMV check. The cost of this service shall be incurred by the County.

2.10.4 Additional Certification(s):

Certain positions may require additional types of certifications such as First Aid and CPR certification. Contractor employees shall have these certifications prior to applying for such positions. Contractor employees shall maintain and recertify these

certifications at the contractors or their own expense.

2.10.5 Dress and Equipment:

Contractor employees shall report to job assignments dressed appropriately and with the equipment specified by the County as being required to perform work in the service categories covered under this contract. The County requires most field personnel to have safety shoes, at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.

2.10.6 Communication Skills:

Unless otherwise requested, all contractor employees must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position description. Contractors that provide contractor employees that are unable to read, write, speak and comprehend the English language in accordance with the County's determination will refund any fees and wages incurred.

2.10.7 Courtesy and Cordiality Towards All Others:

Contractor employees shall be respectful of all people with whom they interact, including County employees and customers of the County.

2.10.8 County's Right of Refusal:

The Contractor will be given between four (4) business hours and one (1) business day to confirm availability of a contractor employee to fill a request. However, for "hard-to-fill" positions, the County may allow up to five (5) business days for Contractor to confirm availability of a contractor employee. In the event that the Contractor is unable to fill the job request, the County may cancel the request and place the request with another Contractor. The County reserves the right to simultaneously give all Contractors an opportunity to fill all "hard-to-fill" positions on a "first come" basis. In the event that all Contractors are unable to fill the request, the County may fill the requirement by soliciting pricing from other qualified sources.

2.11 SUPERVISION OF TEMPORARY EMPLOYEES:

Contractor's employees shall be supervised by the County. The County shall have direct control over the daily activities of the Contractor's employees. Work policies, procedures, and standards established by the County shall be followed at all times. The Contractor's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on the County's premises. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the County.

2.12 CONFIDENTIALITY OF COUNTY INFORMATION:

Contractor's employees may have access to confidential information. Under no circumstance will this information be given out to anyone without the express permission of County management.

2.12.1 The Parties acknowledge and agree that regardless of any provision in the Contract or this SOW to the contrary, the services to be provided by Contractor do not involve any access, use or disclosure by Contractor of any of the County's protected health information ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor is not a "business associate" of the County, as defined in HIPAA. In the event PHI is inadvertently transmitted to Contractor, Contractor shall immediately inform the County and the Parties shall work cooperatively to take all necessary action to address compliance with HIPAA and state privacy laws.

2.12.2 County shall provide Contractor a list identifying HIPAA covered departments of the County. For Contractor's employees assigned to any such department, employees will be required not to disclose or in any way reveal or disseminate PHI to Contractor or any other unauthorized parties. County shall instruct Contractor's employees concerning the confidentiality of medical information of County's patients, standard precautions, and the County's HIPAA policies and procedures. The Parties acknowledge and agree that for purposes of compliance with HIPAA, Contractor's employees shall be considered part of County's workforce as that term is defined in HIPAA, but shall otherwise not be considered workforce or employees of County for any other purposes, including by and not limited to tax or employment law.

2.13 REPLACEMENT OF CONTRACTOR EMPLOYEES:

In the event any contractor employee fails to adhere to the County's directions or security/safety regulations, or demonstrate that they are not qualified to perform the required duties, the County shall notify the Contractor who shall replace the employee immediately or as directed by the County at no cost to the County (including, but not limited to, training time, background checks, ID badges, drug testing, etc.).

This also applies to any contractor employee that leaves, for any reason, before the assignment is completed. When a contractor employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the County within five (5) working days the County shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within fourteen (14) days.

2.14 MANAGEMENT SYSTEM REQUIREMENTS:

The System should manage all processes required to procure contract employees, manage assignments, collect hours worked, consolidate invoicing and report on the contingent worker program for an organization. The basic implementation preloads job titles and descriptions, rates, vendors, users and business rules.

A key feature of the system should keep the users updated on the status of the order, and facilitates communication between all parties involved in the process. The System should utilize standard e mail applications to notify users when a task is required or has been completed. For example, a requesting manager is notified when their requisition has been distributed to vendors and in turn when the vendors have submitted resumes. The internal clock in the system should time stamps all activities and provide reports accordingly. The system should be a "collaborative e-commerce" platform connecting requestors, process managers, vendors and contract employees for communication and collaboration in one central platform.

The system should be workflow based application delivered in Software as a Service (SaaS) delivery model accessed via the internet utilizing a standard browser, therefore the user need not be in the office to complete required tasks. The system shall be configured specifically for each client utilizing business rules, user roles and internal routing. The system should be extensive application configuration tool that allows new users, vendors and job information to be added or updated easily.

2.14.1 **The system solution will should reduce costs and improves efficiency for Enterprise clients by automating the contingent staffing process through:**

- 2.14.1.1 Single point of contact - multiple vendor resources
- 2.14.1.2 Consolidation and standardization of the contingent workforce procurement processes
- 2.14.1.3 Automated order entry/distribution, candidate submittal, response and order fulfillment
- 2.14.1.4 Replaces paper intensive and manually managing progress
- 2.14.1.5 Replaces fax, e mail or telephone order distribution – no data capture methods
- 2.14.1.6 Addressing the unique requirements for Commercial and Light Industrial

- clients
- 2.14.1.7 Quick fill process
- 2.14.1.8 Visibility into weekly and daily resource loading schedules and ability to adjust
- 2.14.1.9 Mobile Apps for shop floor usage
- 2.14.1.10 Accommodates multiple shift differential methodologies
- 2.14.1.11 Flagging applicants that require special review
- 2.14.1.12 Provide additional information on applicant to assist hiring manager with evaluation
- 2.14.1.13 Tracking history of all assignments at client location
- 2.14.1.14 Providing collaborative features that reduce “telephone tag”
- 2.14.2 Streamlining the approval and billing process using:
 - 2.14.2.1 Pre-established routing for approvals
 - 2.14.2.2 Desktop action list, Email notification
 - 2.14.2.3 Automatic approval proxies for manager absences
 - 2.14.2.4 Tracking of company property
- 2.14.3 Automating time and expense capture/approval
 - 2.14.3.1 Eliminate paper intensive time capture
 - 2.14.3.2 Reduce audit requirements of time capture/invoice process
 - 2.14.3.3 Enterprise wide reporting: transactions, financial, and performance metric – Data to make sound business decisions
 - 2.14.3.4 Integration into financial, HRIS or eProcurement packages through standard API’s
 - 2.14.3.5 Allows for compliance to ERISA and co-employment time worked rules
 - 2.14.3.6 Provides usage data immediately after payroll
- 2.14.4 Significant dollars are saved through reducing process inefficiencies, managing actual dollars spent and providing management decision reporting statistics and data.
- 2.15 SECURITY GUARD SERVICES:

Required Uniformed Security services:

 - 2.15.1 UNARMED SECURITY GUARD REQUIREMENT: Must be in possession of a valid State of Arizona security guard license as an unarmed security guard.
 - 2.15.2 ARMED SECURITY GUARD REQUIREMENTS: Must be in possession of a valid State of Arizona security guard license as an armed security guard.
 - 2.15.3 Current CPR and First Aid certification
 - 2.15.4 Contractor shall provide ALL uniforms required exclusive of work shoes/boots, socks and underwear. No athletic shoes are permitted. Uniform shall be in compliance with Arizona Revised Statutes Title 32, Chapter 26, Section 32-2601 et seq. and the SECURITY OFFICERS AGENCY UNIFORM GUIDELINES as published by the Arizona Department of Public Safety Licensing Unit.
 - 2.15.5 Duty belt should include OC spray, handcuffs and firearm (if armed security guard).
 - 2.15.6 Personnel activities shall be coordinated with the designated Manager or designee. To enforce policies and regulations, communicate all issues with Manager or designee.
 - 2.15.7 Complete daily activity reports and monthly reports and provide to customer accordingly.
 - 2.15.8 Conduct internal and external patrols, as required. Spot check building for safety hazards,

monitor secured areas and be knowledgeable of staff access.

- 2.15.9 Escort visitors and vendors if requested.
- 2.15.10 Conduct monthly evaluations of safety equipment, including, but not limited to, fire extinguishers, exit signs and emergency lighting, and provide communication on any non-functioning equipment or broken facility equipment if requested from the County.
- 2.15.11 Contractor employees must be able to work with a diverse population in a professional and courteous manner and have experience with conflict resolution.
- 2.15.12 Assist staff with any related security issues that arise, including any difficult situations relating to staff and customers.
- 2.15.13 General Security Duties:

The following are a list of Standard Operating Procedures to be performed by assigned personnel. Assigned personnel shall become familiar with procedures and authorized persons associated with the location they are assigned to. Additional duties may be assigned by the Responsible Manager or assigned designee.

 - 2.15.13.1 Protect the safety of all persons on site.
 - 2.15.13.2 Be polite, courteous, respectful, and responsive to all individuals.
 - 2.15.13.3 Prohibit entry into secure areas by anyone other than authorized individuals as directed.
 - 2.15.13.4 Prevent fire, theft, vandalism, and trespassers on the property.
 - 2.15.13.5 Contractor for guard services must provide a procedure manual for responding to medical emergencies, bomb threats, riots, fires, disruptive persons, and other emergencies.
 - 2.15.13.6 Monitor security consoles (i.e. employee access control and alarm computer, CCTV video monitors, DVR's, etc.).
 - 2.15.13.7 Be familiar with and implement emergency fire or fire alarm including familiarity with floor plans and locations of fire alarm pull boxes, fire extinguishers, fire alarm monitoring panel and other life/safety systems.
 - 2.15.13.8 Be familiar with and implement emergency intrusion alarm procedures including the use of computer programs, closed circuit television monitors, voice intercom systems, alarms and alarm enunciator panels and other equipment required for monitoring and control of building access.
 - 2.15.13.9 Be responsible for all building and systems keys and access control cards in their possession and ability to account for the whereabouts of keys at all times. Should keys be lost or stolen, Responsible Manager shall be notified immediately. Contractor is responsible for the cost of replacement of lost, stolen or damaged keys and access cards.
 - 2.15.13.10 Patrol the interior and exterior of the facility and buildings:
 - 2.15.13.10.1 Monitor offices, classes, employees and customer areas without disruption.
 - 2.15.13.10.2 Patrol any common computer lab, if applicable; visually scan customer's computer monitors to ensure that there are no inappropriate websites being used, i.e. sexual content.

- 2.15.13.10.3 Check for unauthorized open doors, i.e. exit and storage doors.
 - 2.15.13.10.4 Check for leaks or damages, and identify anything out of the ordinary.
 - 2.15.13.10.5 Patrol the interior of the building at the end of the work day to ensure all staff and visitors have left the building. Turn off all lights, lock all doors, and set alarm system, if applicable.
 - 2.15.13.10.6 Patrol the exterior of the facility as directed.
 - 2.15.13.10.7 Patrol prior to the arrival of staff at the beginning of the work day and after staff leaves, at the end of the work day.
 - 2.15.13.10.8 Monitor people entering the building for any type of prohibited weapon, food or drink.
 - 2.15.13.10.9 Check customer parking and employee parking areas, monitoring for any suspicious activity or vandalism. Report any unusual incidents or hazardous conditions.
 - 2.15.13.11 Maintain a daily log for each shift in accordance with all policies for the site (i.e. sign in and sign out requirements for visitors).
 - 2.15.13.12 Maintain a log of all security violations and report occurrences to Responsible Manager as quickly as possible considering the nature of the violation.
 - 2.15.13.13 Be familiar with procedures for receiving and forwarding requests for maintenance.
 - 2.15.13.14 Comply with all FCC rules and regulations when using assigned communication devices which must be supplied by the contracted guard service unless otherwise stated by the County.
 - 2.15.13.15 The use of cell phones is strictly prohibited, except as required to perform assigned duties.
 - 2.15.13.16 Personal electronic devices, portable electronic devices or reading materials not related to assigned duties are prohibited.
 - 2.15.13.17 Engaging in or conducting any personal business or business outside of the assigned responsibilities is strictly prohibited.
 - 2.15.13.18 Socializing is prohibited. No visitors are allowed in the building before or after work hours. Conversations with staff and customers are to remain cordial and brief.
- 2.16 MINIMUM WAGE, LIVING WAGE AND MANDATORY HEALTH AND WELFARE BENEFITS:
- 2.16.1 Contractor must meet all federal, state and local requirements regarding minimum wage, living wage and any mandatory health and welfare benefits.

2.17 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this contract.

2.18 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities.

3.0 PROCUREMENT REQUIREMENTS:

3.1 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.2 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

EXHIBIT B-1
SCOPE OF WORK
SCOPE OF SERVICES STAFFING AND RELATED SERVICES
DELIVERABLE BASED PROJECTS FOR IT

2.1 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES:

- 2.1.1 **Managed Service Provider Solutions** – The complete portfolio of managed service provider solutions such as contingent workforce management strategy development, strategic vendor management technology, risk mitigation methods, employment compliance methods, rate and spend management (cost savings), efficient standard processes and workflow, staffing vendor selection and management, milestone, deliverable and/or service-based statement of work (SOW) project services, where there are definitive deliverables and an established end or conclusion to the project (“SOW project services”), workforce utilization trends, in-depth program reporting and analytics, and any other managed service provider solutions offered by Contractor.
- 2.1.2 **Related Services and Solutions** – The complete range of related services and solutions offered by Contractor such as temporary-to-hire services, direct hire services, outsourcing solutions, career management consulting, independent contractor compliance/risk management, onsite management programs, recruitment process outsourcing, outplacement services, payroll services, SOW project services, and any other services and solutions offered by Contractor.

Contractor, including its subsidiaries, affiliates and related entities, are not eligible to deliver milestone, deliverable, and/or service-based SOW project services unless there is additional competition reviewed (no Sole Source). This Contract shall apply to SOW project services of up to \$1,000,000.

The following is an example of the Milestone, Deliverable and/or Service-based SOW Project Sourcing Process. Services may include project management and other services if approved by the agency.

- a. County identifies need for milestone, deliverable and/or service-based SOW project services. County will provide a description of the milestone, deliverable and/or service-based SOW project to be undertaken, the outcomes desired for milestones, deliverables and/or service-based SOW projects required, time for completion, systems and applications to be integrated, payment and milestones, deliverables and/or service-based SOW projects, and other pertinent information;
- b. Contractor and County discuss requirements, scope of services requested and Vendor selection criteria;
- c. Contractor reviews Vendor list, seeks input from County, and vets additional Vendors, if needed;
- d. County provides Contractor with a finalized Task Order;
- e. Contractor releases Task Order to Vendors in VMS;
- f. Contractor facilitates Pre-Bid Conference and Q/A process with Vendors, if required;
- g. Vendors submit proposal response to Task Order in VMS - Project Proposal, to include, but not limited to:
 1. Provide an executive summary demonstrating an understanding of County’s request.
 2. Provide a proposed project plan that includes, at a minimum, a list of tasks, timelines, milestones, deliverables, services, assumptions, roles and responsibilities, and risks for the project.
 3. Describe the implementation team, including the qualifications for both a dedicated project manager and for the rest of the project team. If required, provide a proposed budget that lists the project team, number of hours each team member will take to complete the project, each team member’s hourly rate, and totaling to the proposed fixed-price project cost.
 4. Describe test plans, as may be required.
- h. Contractor coordinates evaluation of Vendor responses with County, including scoring of proposals and Vendor presentations;
- i. The County determines shortlist of Vendors;

- j. The County will review milestone, deliverable and/or service-based SOWs and may request oral presentations and discussions with one or more Vendors, including potentially interviewing the proposed staff for the completion of the work.
- k. Contractor coordinates oral presentations, if required;
- l. The County selects Vendor and provides scoring to Contractor;
- m. Contractor facilitates Best and Final Offer (BAFO) with final Vendors, if required;
- n. Contractor meets with County to finalize award of Task Order.
 - 1. County reserves the right to accept and/or reject Vendor's project plan, personnel and/or project cost estimates. Vendor's preparation and submission of a project request proposal shall not be reimbursed.
 - 2. Vendor shall not begin work on any project until County has accepted the project plan and Contractor has notified the Vendor as such.
- o. Contractor notifies Vendors of award;
- p. Contractor creates final Task Order for awarded Vendor and County;
 - 1. Each Task Order shall specify all milestones, deliverables and/or service-based SOWs, including a complete description of the milestone, deliverables and/or service-based SOWs; and
 - 2. The timeline for submission.
- q. Contractor sets up milestones, deliverables and/or service-based SOWs in VMS;
- r. Vendor completes milestones, or deliverables and/or service-based SOWs and enters in VMS;
- s. County approves submitted milestones, deliverables and/or service-based SOWs in VMS; and
- t. Contractor Invoices County, County pays Contractor, Contractor pays Vendor.
- u. Vendor shall not exceed the approved timeline or approved costs without prior, written approval of County in the form of a Change Order. If prior, written approval is not received, Vendor shall not be paid in excess of the approved amount. In the event that County required any changes to the services to be performed under a given project, Vendor shall submit a revised project cost and/or timeline estimate to County, which will be incorporated into a Change Order.

EXHIBIT C

OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

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fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

ACRO SERVICE CORPORATION, 39209 W SIX MILE RD STE 250, LIVONIA, MI 48152

PRICING SHEET: NIGP CODE 96269

Terms: NET 30

Vendor Number: VC0000003752

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2019.**