

SERIAL 11143 RFP

TEMPORARY STAFFING AND RELATED SERVICES

DATE OF LAST REVISION: June 02, 2016

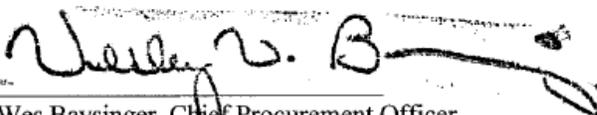
CONTRACT END DATE: March 31, 2018

CONTRACT PERIOD THROUGH MARCH 31, ~~2015~~ 2017 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **TEMPORARY STAFFING AND RELATED SERVICES**

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 **March 28, 2012 (Eff. 04/01/12)**.

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.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

SA/jl
Attach

Copy to: Office of Procurement Services
Various Departments



CONTRACT PURSUANT TO RFP

SERIAL 11143-RFP

This Contract is entered into this 28th day of March, 2012 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 Temporary Staffing Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of April, 2012 and ending the 31st day of March, ~~2015~~ ~~2017~~ **2018**.
- 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 three (3) 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 thirty (30) 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 fee adjustments must be submitted sixty (60) days prior to the current Contract annual anniversary 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.
- 2.2 **Notwithstanding Section 2.1, upon providing sixty (60) days advanced written notice to County, Contractor may adjust the fees set forth in Exhibits A thru E and Amendment # 4 during the operative term of this Contract as follows: (i) any time there are agreed to changes made to this Contract which affect the fees; or (ii) when there are mandatory changes in laws or regulations which affect the services Contractor is providing, or will be required to provide, under this Contract. Any new fees required by these changes will be effective on the first day following the 60 days' notice.**
- 2.3 **If County does not agree to Contractor's fee adjustments made pursuant to Section 2.2, County may terminate this Contract by providing written notice within thirty (30) days after County receives written notice of the new fees. County must still pay any amounts due for the period during which the Contract is in effect.**

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibits A, B, C, C-1, ~~C-2~~, D, E and **Amendment #4**
- 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 two (2) legible copies of their detailed invoice before payment(s) can be made. 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
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County 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 (www.maricopa.gov/finance/vendors).

3.3.4 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 **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. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. 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 Request for Proposal.

3.5 **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. 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 the Scope of Work attachment, or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County shall 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.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 6.1.2 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.
- 6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

- 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 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.8 The policies required hereunder, except Workers' Compensation, 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.
- 6.2.9 Commercial General Liability.
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than ~~\$2,1,000,000~~ **\$2,1,000,000** for each occurrence, ~~\$4,2,000,000~~ **\$4,2,000,000** Products/Completed Operations Aggregate, and ~~\$4, 2,000,000~~ **\$4, 2,000,000** General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.10 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 ~~\$2,1,000,000~~ **\$2,1,000,000** 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 under this Contract.
- 6.2.11 Workers' Compensation.
- 6.2.11.1 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~~ **\$1,000,000** ~~\$100,000~~ for each accident, ~~\$1,000,000~~ **\$1,000,000** ~~\$100,000~~ disease for each employee, and ~~\$1,000,000~~ **\$1,000,000** ~~\$500,000~~ disease policy limit.

6.2.11.2 Contractor waives all rights against County 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 pursuant to this Contract.

6.2.12 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with 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.

6.2.12.1 **Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.1.2 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.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.4 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.5 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:

Acro Service Corporation
Director
39209 West Six Mile Road
Livonia, Michigan 48152

6.6 REQUIREMENTS CONTRACT:

- 6.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 6.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 6.6.3 Purchase orders will be cancelled in writing.

6.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.8 TERMINATION FOR DEFAULT:

- 6.8.1 **In addition to the rights reserved in the Contract, the County may terminate this Contract at any time, in whole or in part and without penalty or recourse, due to the failure of the Contractor to comply with any term or condition of the Contract and its Exhibits and Amendments thereto, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to perform its obligations under this Contract. The Parties agree that termination under this Section shall not occur unless written notice of the alleged breach or non-performance is first given to Contractor and Contractor fails to cure the alleged breach or non-performance within fifteen (15) days following receipt of such written notice. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.**
- 6.8.2 Upon termination under Section 6.8.1, all goods, materials, documents, data and reports prepared by the Contractor or its subcontractors or agents pursuant to this Contract and within Contractor's possession or control or the possession or control of Contractor's subcontractors or agents shall become the property of and be delivered to the County on demand.

~~6.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.~~

~~6.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.~~

6.9 **TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

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 this 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 **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 under this contract.

6.12 **ADDITIONS/DELETIONS OF SERVICE:**

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

6.13 **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, partnership, principal and agent, or joint venture between the County and the Contractor; provided, however, that Contractor (including its subcontractors) may be the agent of County regarding the County's obligation, if any, to comply with the requirements of the Patient Protection and Affordable Care Act, as amended, and the Health Care and Education Reconciliation Act of 2010, as amended (collectively referred to as the "Affordable Care Act") with respect to Contractor's (or its subcontractors') employees. Contractor and its subcontractors do not otherwise have the

authority to enter into any contract or incur any liability on behalf of the County. The temporary employees provided to County to perform services under this Contract are the employees of Contractor and/or its subcontractors, not County. Contractor expressly understands and agrees that County shall not be obligated to provide any employee-related benefit to Contractor's employees or its subcontractors' employees including, but not limited to, workers compensation insurance or any health or accident insurance. As described in this Contract and the attached Scope of Work, Contractor and its subcontractors are responsible for administering the compensation, discipline and evaluation of their respective employees.

6.14 SUBCONTRACTING:

~~The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Contract Serial Number and identify the job project.~~

The Contractor shall agree that all subcontractors will be bound by the rules and regulations contained in the contract. The contractor shall keep the County informed concerning the performance of all the subcontractors.

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.

6.15 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.

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

6.16.1 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.

6.16.2 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.

6.16.3 Contractor 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. Contractor 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.

6.16.4 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. Contractor is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Contractor is advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.17 PUBLIC RECORDS:

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 after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information 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. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.18 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.

~~6.19 ALTERNATIVE DISPUTE RESOLUTION:~~

~~6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:~~

~~6.17.1.1 Render a decision;~~

~~6.17.1.2 Notify the parties that the exhibits are available for retrieval; and~~

~~6.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).~~

~~6.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the~~

~~arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.~~

~~6.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.~~

6.20 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.

6.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22 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.

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

6.23.1 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.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 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.

~~6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. 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.~~

~~6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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.~~

6.25 CONTRACTOR LICENSE REQUIREMENT:

6.25.1 **Contractor 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. Contractor 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.**

6.25.2 **Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. Contractor is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Contractor is advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

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

6.24.1.2 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;

6.24.1.3 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

6.24.1.4 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.

6.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.26.3 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.

6.27 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.

6.28 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

6.29 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.

6.30 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:

6.30.1 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,

6.30.2 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.

6.31 TAXES

Contractor agrees to hold County harmless from any and all taxes, assessments or governmental charges incurred by it in connection with providing services under this Contract. If at any time the County believes that a tax levied in connection with this Contract was not properly taxed or taxable, Contractor agrees to execute Arizona Form 285, as well as any other Representation Authorization Form or document necessary to permit County to contest the tax or seek a refund. In such event, Contractor agrees to fully cooperate with County in such matter.

6.32 INCORPORATION OF DOCUMENTS:

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

- 6.32.1 Scope of Work
- 6.32.2 Exhibit A, Vendor Payment Information
- 6.32.3 Exhibit B, Administrative, Professional, Labor, Technical and Miscellaneous Pricing
- 6.32.4 Exhibit C, IT Hourly Pricing;
- 6.32.5 Exhibit C-1, IT Project (SOW)Pricing
- 6.32.6 **Exhibit C-2, IT (OET) Pricing**
- 6.32.7 Exhibit D, Medical Pricing
- 6.32.8 Exhibit E, Payroll Services Pricing
- 6.32.9 **Amendment # 4**

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

CONTRACTOR



AUTHORIZED SIGNATURE

R. T. Shahani, President

PRINTED NAME AND TITLE

39209 West. Six Mile Road, Ste. 250

Livonia, MI 48152

ADDRESS

March 12, 2012

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

MAR 28 2012
DATE

ATTESTED:



CLERK OF THE BOARD

MAR 28 2012
DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

March 15 2012
DATE

SCOPE OF WORK

GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES:

Temporary Staffing Services – The complete portfolio of temporary staffing services available by Supplier including administrative staffing (administrative, professional, laborer, technical, trades, etc.), information technology staffing, medical staffing and any other staffing services offered by Supplier.

Related Services – The complete range of related services offered by Supplier such as temporary-to-hire services, direct hire services, workforce management solutions, human resource outsourcing, recruitment process outsourcing, contingent workforce services and any other services offered by Supplier.

Contractor/Subcontractor/Supplier – The terms “Contractor” and “supplier” shall mean ACRO Service Corporation and its agents and subcontractors.

1.1 INTERVIEW OF PROSPECTIVE PERSONNEL:

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.

1.2 SERVICE REVIEW AND PRE-APPROVAL OF PROSPECTIVE PERSONNEL:

Once the County and Contractor reach agreement on all aspects of the work to be performed, the Contractor must assure that the prospective personnel has, at a minimum, the required qualifications for the assignment and is able to perform the duties required by the County. This information shall be submitted to the County for final review and approval prior to the provision of services. This documentation will provide both parties with a clear understanding of all service requirements, time frames, and all related costs.

1.3 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.

1.4 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. Refer to Exhibit 11 for a listing of County 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.

1.5 TRANSPORTATION AND PARKING

It will be the Contractor or temporary 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 temporary employees.

1.6 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.).

1.7 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 temporary 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.

1.8 CONTRACT EMPLOYEE REQUIREMENTS:

1.8.1 Background Screening:

A background check will be a requirement for all temporary employees of Contractor's staff providing services to the County. This option shall allow the temporary employees access to areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

Individual temporary employment candidates, 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.

1.8.2 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 for temporary employees who are placed with the County. These tests are normally conducted randomly, on a random number of temporary employees, in safety-sensitive positions, and consist of a urine sample. Once the temporary employee fails a drug test, the temporary employee will no longer be eligible for temporary employment by any County. 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.

1.8.3 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.

1.8.4 Additional Certification(s):

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

1.8.5 Dress and Equipment:

Contractors shall send temporary employees 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.

1.8.6 Communication Skills:

Unless otherwise requested, all temporary 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 temporary 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.

1.8.7 Courtesy and Cordiality Towards All Others:

Temporary employees shall be respectful of all people with whom they interact, including County employees and customers of the County. The County reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.

1.8.8 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 temporary 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 temporary 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.

1.9 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.

1.9 SUPERVISION OF TEMPORARY EMPLOYEES

The County shall monitor the daily duties and activities of the Contractor's employees. 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:

- a. Recruiting, hiring, administering any evaluations and/or disciplinary actions, implementing any reassignments and/or terminations of temporary employees provided to the County by Contractor.
- b. 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”).
- c. Performing background screening on all temporary 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 temporary employees possess all certifications and qualifications necessary to enable them to perform their assignments.
- d. Administering periodic performance evaluations for each temporary employee.
- e. Informing temporary 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 temporary employee that may affect the County, such as threats of violence, harassment, discrimination or retaliation.
- f. Providing temporary 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 temporary employees on the use of the procedure. Contractor shall obtain written acknowledgement from the temporary employee that she or he has read, understood and agrees to abide by those policies and procedures.
- g. Providing harassment, discrimination, and retaliation training for all temporary employees. Contractor shall maintain a record of all such training.
- h. Informing temporary employees in writing that they are employed by Contractor, not the County.
- i. Notifying temporary 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.
- j. Preparing and distribute an Employee Handbook to temporary employees that identifies and explains Contractor’s policies and procedures that will be followed during the course of temporary employees’ employment with Contractor.
- k. Informing temporary 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.
- l. Being solely responsible for, and holding County harmless from, all administrative employment matters regarding temporary 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.

- m. **Paying temporary 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 temporary 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 temporary employees assigned to provide services to County.**

1.10 REMOVAL OF TEMPORARY EMPLOYEE:

In the event any such 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 within two (2) working days 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 employee that leaves, for any reason, before the assignment is completed. When an 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.

1.11 USAGE AND QUALITY REPORT:

Upon request the Contractor shall furnish the County a monthly usage report 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.

1.12 **XRMSM System**

XRMSM SYSTEM LIMITED USE SOFTWARE LICENSE AND INDEMNIFICATION AGREEMENT

LIMITED USE LICENSE

Contractor hereby grants County and its Employees (individually and collectively, the “User”) a fully paid, non-exclusive, non-transferable license (“Limited Use License”) to access and use the XRMSM System and XRMSM Software Documentation (collectively, “XRMSM Solutions”) for use solely in connection with the services provided under the Contract and this Scope of Work. This Limited Use License will continue so long as County remains in compliance with the terms and conditions of the Contract and this Limited Use License. This Limited Use License will either terminate (i) automatically without further action or notice upon the date of termination of the Contract; or (ii) in the event that County breaches any of the obligations hereunder and the breach continues or is not otherwise cured following written notice to County of the breach and fifteen (15) days to cure the same.

Through this Limited Use License, County and its Employees shall be provided a User ID and password to access one or more of the XRMSM Systems. The XRMSM System provides, among other things, an automated system and solution for (A) job orders, candidate submittals, candidate evaluation and selection, contract offer and closure, hiring, employee performance evaluation, and employee turnover and replacement, known as the “Automated Procurement System”, (B) time and expense collection and approval, known as “ACRO TracSM”, and (C) electronic billing, invoicing and payment, known as “Electronic Invoicing”.

All rights in and to the XRMSM System and XRMSM Software Documentation shall remain the property of ACRO Service Corporation. Contractor reserves the right to change, modify or discontinue the XRMSM Software at any time; provided, however, that Contractor shall provide County thirty (30) days’ notice prior to any discontinuance of the software or change or modification that would result in an interruption of services provided to County under the Contract. All Improvements to the XRMSM Software will be made in the discretion of Contractor. County shall have no rights, title or interest therein, except for the Limited Use License to make use of XRMSM Solutions. County shall have no right to assign or transfer the Limited Use License. All Improvements to the XRMSM Software

or XRMSM Software Documentation shall be the property of and inure exclusively to the benefit of ACRO Service Corporation.

Limited Warranty: Subject to the terms and conditions of this Limited Warranty and in lieu of any other express warranties, Contractor warrants that under normal use and service, for the term of the Contract and any renewal(s) thereof, the XRMSM System will substantially conform to its particular purpose and documentation. The exclusive remedy for breach of this Limited Warranty and any implied warranties shall be repair or replacement (with comparable function) of the XRMSM System or part of the defective software. If an upgrade, modification, or change to the XRMSM System is delivered to County during the term of the Contract or any renewal(s) thereof, then the terms of this Limited Warranty shall apply.

THE LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE XRMSM SYSTEM, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTY REPRESENTS THE EXCLUSIVE WARRANTY FROM CONTRACTOR AND SOLE REMEDY WITH RESPECT TO THE XRMSM SYSTEM AND CONTRACTOR MAKES NO OTHER REPRESENTATIONS, CONDITION, GUARANTEE, OR WARRANTY OF ANY KIND OTHER THAN STATED HEREIN.

LIMITATIONS ON DAMAGES

CONTRACTOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS LIMITED USE LICENSE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PROPRIETARY RIGHTS

It is understood that the XRMSM System, along with any XRMSM Software Documentation furnished to the User, is or may become the subject of patent, copyright, or other statutory or proprietary protection. Except as explicitly provided in the Limited Use License, Contractor does not grant to County, either directly or by implication, any right, title or interest in Contractor's proprietary rights. County agrees not to make copies of the materials furnished, except as authorized by Contractor for the purpose of County's use thereof under this Limited Use License. County shall not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the XRMSM System and XRMSM Software Documentation, or permit or encourage any third party to do so. All agreed to reproductions of materials shall be returned to Contractor or disposed of upon completion of such limited use in accordance with directions from Contractor.

EXHIBIT A

VENDOR PAYMENT INFORMATION

*****VENDOR INFORMATION SHALL MATCH INFORMATION CONTAINED IN BIDS SYNC AND MARICOPA COUNTY DEPARTMENT OF FINANCE VENDOR REGISTRATION. PLEASE NOTE THAT VENDORS ARE REQUIRED TO REGISTER PRIOR TO AWARD AT THE MARICOPA DEPARTMENT OF FINANCE WEBSITE (<http://www.maricopa.gov/Finance/Vendors.aspx>)*****

NIGP CODE 96269

ATTACHMENT A - VENDOR INFORMATION

COMPANY NAME: Acro Service Corporation
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 39209 W. Six Mile Rd, Suite 250
Livonia, MI 48152
 REMIT TO ADDRESS: Same as above
 TELEPHONE NUMBER: (734) 591-1100
 FACSIMILE NUMBER: (734) 591-1217
 WEB SITE: www.acrocorp.com
 REPRESENTATIVE NAME: ~~Kent Statsny~~ Bill Brancheau
 REPRESENTATIVE PHONE NUMBER: (734) 632-4276
 REPRESENTATIVE E-MAIL: kents@acrocorp.com wbrancheau@acrocorp.com

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	X	[]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	X	[]

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

[X] NET 30 DAYS

EXHIBIT B

ADMINISTRATIVE, PROFESSIONAL, LABOR, TECHNICAL AND MISCELLANEOUS PRICING

~~11143-Exhibit B.xls~~

~~UPDATED EXHIBIT B EFFECTIVE MARCH 12, 2014:~~

~~11143-Exhibit B~~

~~UPDATED EXHIBIT B EFFECTIVE JUNE 05, 2014:~~

~~11143-Exhibit B as of 06-05-14~~

~~UPDATED EXHIBIT B EFFECTIVE JUNE 04, 2015:~~

~~11143-Exhibit B as of 06-04-15.xlsx~~

UPDATED EXHIBIT B EFFECTIVE APRIL 15, 2016:

[11143-Exhibit B as of 04-15-16.xlsx](#)

EXHIBIT B-1

JOB DESCRIPTIONS FOR CLERICAL, PROFESSIONAL, ACCOUNTING, AND TECHNICIANS

***** ADDED EFFECTIVE 03/12/14 *****

[11143-Exhibit B-1](#)

EXHIBIT C
IT HOURLY PRICING

~~11143-Exhibit C.xls~~

~~UPDATED EXHIBIT C EFFECTIVE JUNE 05, 2014:~~

~~11143-Exhibit C as of 06-05-14~~

~~UPDATED EXHIBIT C EFFECTIVE JUNE 04, 2015:~~

~~11143-Exhibit C as of 06-04-15.xlsx~~

UPDATED EXHIBIT C EFFECTIVE FEBRUARY 1, 2016:

[11143-Exhibit C as of 02-01-16.xlsx](#)

EXHIBIT C-1

IT PROJECT (SOW) PRICING

[11143-Exhibit C-1](#)

EXHIBIT C-2

IT (OET) PRICING

EFFECTIVE FEBRUARY 1, 2016:

[11143-Exhibit C-2](#)

EXHIBIT D
MEDICAL PRICING

~~11143-Exhibit D~~

~~UPDATED EXHIBIT D EFFECTIVE JUNE 05, 2014:~~

~~[11143-Exhibit D as of 06-05-14](#)~~

UPDATED EXHIBIT D EFFECTIVE JUNE 04, 2015

[11143-Exhibit D as of 06-04-15.xlsx](#)

EXHIBIT E

PAYROLL SERVICES PRICING

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
- IV. Payroll Service Rates by State.

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:

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 E

PAYROLL SERVICES PRICING

IV. Payroll Service Rates by State

Maricopa County Bid Serial 11143-RFP: Temporary Staffing and Related Services Payroll Services Pricing Sheet All Labor Categories							
State	General Administrative, Call Center, Customer Services	Professional, Human Resource, Accounting, Fin., Insurance, Media, Tax	Industrial/Labor Food Workers, Security	Technical, Engineering,	Information Technology	Trades	Medical
Alaska	20.75%	20.75%	21.10%	20.30%	19.30%	30.65%	20.65%
Arizona	18.90%	18.90%	23.20%	18.70%	18.35%	28.95%	19.40%
Arkansas	19.60%	19.60%	24.75%	19.35%	18.70%	29.90%	19.85%
California	20.60%	20.60%	25.50%	20.40%	19.80%	31.10%	21.00%
California (SF)	24.25%	24.60%	29.15%	24.05%	23.50%	34.75%	24.70%
Colorado	19.00%	19.00%	23.50%	18.85%	18.40%	29.25%	19.60%
Connecticut	29.70%	29.45%	36.70%	28.70%	27.40%	41.20%	28.95%
Delaware	19.20%	18.85%	23.15%	18.70%	18.50%	28.75%	19.45%
Florida	20.00%	19.30%	23.80%	18.90%	18.60%	29.45%	19.80%
Georgia	20.00%	19.30%	23.80%	18.90%	18.60%	29.45%	19.80%
Hawaii	28.00%	28.00%	31.40%	27.55%	25.60%	38.15%	27.35%
Idaho	21.70%	20.45%	25.00%	20.15%	19.15%	30.95%	20.50%
Illinois	21.25%	20.25%	25.45%	19.35%	19.00%	30.55%	20.35%
Indiana	21.00%	20.00%	25.10%	19.65%	18.90%	30.35%	20.15%
Iowa	32.10%	30.00%	35.50%	29.35%	27.75%	41.70%	29.40%
Kansas	18.75%	18.40%	22.00%	18.30%	18.14%	28.35%	19.20%
Kentucky	18.65%	18.40%	22.00%	18.30%	18.10%	28.15%	19.20%
Louisiana	18.65%	18.40%	22.00%	18.30%	18.10%	28.15%	19.20%
Maine	19.75%	19.15%	22.90%	19.00%	18.50%	29.20%	19.70%
Maryland	20.75%	19.80%	24.75%	19.25%	19.00%	30.10%	20.30%
Massachusetts	23.75%	21.85%	28.70%	20.75%	20.25%	32.40%	21.90%
Michigan	22.70%	21.30%	27.20%	20.45%	19.90%	31.90%	21.30%
Minnesota	21.50%	20.30%	24.75%	19.60%	19.15%	30.71%	20.50%
Mississippi	19.00%	18.60%	22.50%	18.40%	18.20%	28.05%	19.30%
Missouri	22.50%	21.00%	25.75%	20.20%	19.50%	31.65%	20.95%
Montana	22.50%	21.00%	25.75%	20.20%	19.50%	31.65%	20.95%
Nebraska	19.00%	18.60%	22.50%	18.40%	18.20%	28.55%	19.30%
Nevada	21.50%	21.25%	24.25%	20.25%	19.70%	31.40%	21.05%
New Hampshire	19.00%	18.60%	22.50%	18.40%	18.20%	28.40%	19.30%
New Jersey	21.30%	20.25%	24.50%	19.60%	19.25%	30.65%	20.60%

EXHIBIT E**PAYROLL SERVICES PRICING**

New Mexico	32.50%	30.80%	37.00%	29.80%	29.00%	42.40%	30.60%
New York	20.90%	19.90%	25.00%	19.50%	19.15%	30.25%	20.50%
North Carolina	23.90%	21.95%	28.60%	20.85%	19.90%	32.90%	21.50%
North Dakota	18.00%	18.10%	21.40%	18.00%	18.00%	27.90%	19.00%
Ohio	28.85%	28.20%	32.75%	27.90%	27.60%	39.05%	28.85%
Oklahoma	18.70%	18.40%	22.05%	18.25%	18.15%	28.25%	19.20%
Oregon	21.90%	21.35%	25.10%	20.40%	19.65%	31.55%	21.15%
Pennsylvania	23.00%	21.70%	20.25%	20.90%	20.30%	32.30%	21.70%
Rhode Island	27.60%	24.80%	33.35%	23.15%	22.15%	36.35%	24.05%
South Carolina	19.15%	18.70%	22.65%	18.50%	18.25%	28.65%	19.35%
South Dakota	26.35%	26.10%	29.95%	25.95%	25.85%	36.60%	25.95%
Tennessee	19.20%	19.20%	23.85%	18.50%	18.50%	29.50%	19.67%
Texas	20.90%	19.65%	24.95%	19.00%	19.00%	30.25%	20.30%
Utah	20.30%	19.50%	24.15%	18.80%	18.75%	29.85%	20.00%
Vermont	20.30%	19.50%	24.15%	18.80%	18.75%	29.85%	20.00%
Virginia	20.30%	19.50%	24.15%	18.80%	18.75%	29.85%	20.00%
Washington	26.15%	25.90%	29.40%	23.15%	23.15%	36.00%	25.00%
West Virginia	37.35%	36.80%	41.55%	36.15%	36.15%	48.30%	37.45%
Wisconsin	19.60%	19.60%	24.75%	19.35%	18.70%	42.30%	19.95%
Wyoming	27.45%	24.35%	32.05%	21.30%	21.40%	36.05%	23.25%

EXHIBIT E

PAYROLL SERVICES PRICING

IV. Payroll Service Rates by State
EFFECTIVE 06/04/15

Maricopa County Bid Serial 11143-RFP: Temporary Staffing and Related Services - Payroll Services Pricing Sheet All Labor Categories (updated per Amendment #6)								
State	General Administrative, Call Center, Customer Svcs	Professional, Human Resource, Accounting Fin, Insurance, Media, Tax	Technical, Engineering,	Information Technology	Trades	Industrial/Labor, Food Workers, Security	Legal	Medical
Alaska	23.40%	23.40%	21.80%	20.80%	33.50%	35.29%	35.29%	35.29%
Arizona	21.55%	21.55%	20.20%	19.85%	31.80%	35.29%	35.29%	35.29%
Arkansas	22.25%	22.25%	20.85%	20.20%	32.75%	35.29%	35.29%	35.29%
California	23.25%	23.25%	21.90%	21.30%	33.95%	35.29%	35.29%	35.29%
California (SF)	26.90%	27.25%	25.55%	25.00%	37.60%	35.29%	35.29%	35.29%
Colorado	21.65%	21.65%	20.35%	19.90%	32.10%	35.29%	35.29%	35.29%
Connecticut	32.35%	32.10%	30.20%	28.90%	44.05%	35.29%	35.29%	35.29%
Delaware	21.85%	21.50%	20.20%	20.00%	31.60%	35.29%	35.29%	35.29%
Florida	22.65%	21.95%	20.40%	20.10%	32.30%	35.29%	35.29%	35.29%
Georgia	22.65%	21.95%	20.40%	20.10%	32.30%	35.29%	35.29%	35.29%
Hawaii	30.65%	30.65%	29.05%	27.10%	41.00%	35.29%	35.29%	35.29%
Idaho	24.35%	23.10%	21.65%	20.65%	33.80%	35.29%	35.29%	35.29%
Illinois	23.90%	22.90%	20.85%	20.50%	33.40%	35.29%	35.29%	35.29%
Indiana	23.65%	22.65%	21.15%	20.40%	33.20%	35.29%	35.29%	35.29%
Iowa	34.75%	32.65%	30.85%	29.25%	44.55%	35.29%	35.29%	35.29%
Kansas	21.40%	21.05%	19.80%	19.64%	31.20%	35.29%	35.29%	35.29%
Kentucky	21.30%	21.05%	19.80%	19.60%	31.00%	35.29%	35.29%	35.29%
Louisiana	21.30%	21.05%	19.80%	19.60%	31.00%	35.29%	35.29%	35.29%
Maine	22.40%	21.80%	20.50%	20.00%	32.05%	35.29%	35.29%	35.29%
Maryland	23.40%	22.45%	20.75%	20.50%	32.95%	35.29%	35.29%	35.29%
Massachusetts	26.40%	24.50%	22.25%	21.75%	35.25%	35.29%	35.29%	35.29%
Michigan	25.35%	23.95%	21.95%	21.40%	34.75%	35.29%	35.29%	35.29%
Minnesota	24.15%	22.95%	21.10%	20.65%	33.56%	35.29%	35.29%	35.29%
Mississippi	21.65%	21.25%	19.90%	19.70%	30.90%	35.29%	35.29%	35.29%

SERIAL 11143-RFP

Missouri	25.15%	23.65%	21.70%	21.00%	34.50%	35.29%	35.29%	35.29%
Montana	25.15%	23.65%	21.70%	21.00%	34.50%	35.29%	35.29%	35.29%
Nebraska	21.65%	21.25%	19.90%	19.70%	31.40%	35.29%	35.29%	35.29%
Nevada	24.15%	23.90%	21.75%	21.20%	34.25%	35.29%	35.29%	35.29%
New Hampshire	21.65%	21.25%	19.90%	19.70%	31.25%	35.29%	35.29%	35.29%
New Jersey	23.95%	22.90%	21.10%	20.75%	33.50%	35.29%	35.29%	35.29%
New Mexico	35.15%	33.45%	31.30%	30.50%	45.25%	35.29%	35.29%	35.29%
New York	23.55%	22.55%	21.00%	20.65%	33.10%	35.29%	35.29%	35.29%
North Carolina	26.55%	24.60%	22.35%	21.40%	35.75%	35.29%	35.29%	35.29%
North Dakota	20.65%	20.75%	19.50%	19.50%	30.75%	35.29%	35.29%	35.29%
Ohio	31.50%	30.85%	29.40%	29.10%	41.90%	35.29%	35.29%	35.29%
Oklahoma	21.35%	21.05%	19.75%	19.65%	31.10%	35.29%	35.29%	35.29%
Oregon	24.55%	24.00%	21.90%	21.15%	34.40%	35.29%	35.29%	35.29%
Pennsylvania	25.65%	24.35%	22.40%	21.80%	35.15%	35.29%	35.29%	35.29%
Rhode Island	30.25%	27.45%	24.65%	23.65%	39.20%	35.29%	35.29%	35.29%
South Carolina	21.80%	21.35%	20.00%	19.75%	31.50%	35.29%	35.29%	35.29%
South Dakota	29.00%	28.75%	27.45%	27.35%	39.45%	35.29%	35.29%	35.29%
Tennessee	21.85%	21.85%	20.00%	20.00%	32.35%	35.29%	35.29%	35.29%
Texas	23.55%	22.30%	20.50%	20.50%	33.10%	35.29%	35.29%	35.29%
Utah	22.95%	22.15%	20.30%	20.25%	32.70%	35.29%	35.29%	35.29%
Vermont	22.95%	22.15%	20.30%	20.25%	32.70%	35.29%	35.29%	35.29%
Virginia	22.95%	22.15%	20.30%	20.25%	32.70%	35.29%	35.29%	35.29%
Washington	28.80%	28.55%	24.65%	24.65%	38.85%	35.29%	35.29%	35.29%
West Virginia	40.00%	39.45%	37.65%	37.65%	51.15%	35.29%	35.29%	35.29%
Wisconsin	22.25%	22.25%	20.85%	20.20%	45.15%	35.29%	35.29%	35.29%
Wyoming	30.10%	27.00%	22.80%	22.90%	38.90%	35.29%	35.29%	35.29%

All States – Markup for 1099 Legal and Medical Independent Contractor Professionals –							9.50%	9.50%
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All States – Temporary employees requiring Medical Credentialing will be billed an additional flat fee to County of \$1,500.
 All States – Temporary employees that required to provide their own malpractice or other similar professional liability insurance shall be billed at a markup of 41.55%.

EXHIBIT E

PAYROLL SERVICES PRICING

IV. Payroll Service Rates by State
EFFECTIVE 02/01/16:

Maricopa County Bid Serial 11143-RFP: Temporary Staffing and Related Services Payroll Services Pricing Sheet All Labor Categories (updated per Amendment #7)									
State	General Administrative, Call Center, Customer Svcs	Professional, Human Resource, Accounting Fin, Insurance, Media, Tax	Technical, Engineering,	Information Technology	Trades	Industrial/Labor, Food Workers, Security	Legal	Medical	All Labor Categories for the "Work Experience" Program
Alaska	23.40%	23.40%	21.80%	20.80%	33.50%	35.29%	35.29%	35.29%	
Arizona	21.55%	21.55%	20.20%	19.85%	31.80%	35.29%	35.29%	35.29%	36.70% ¹
Arkansas	22.25%	22.25%	20.85%	20.20%	32.75%	35.29%	35.29%	35.29%	
California	23.25%	23.25%	21.90%	21.30%	33.95%	35.29%	35.29%	35.29%	
California (SF)	26.90%	27.25%	25.55%	25.00%	37.60%	35.29%	35.29%	35.29%	
Colorado	21.65%	21.65%	20.35%	19.90%	32.10%	35.29%	35.29%	35.29%	
Connecticut	32.35%	32.10%	30.20%	28.90%	44.05%	35.29%	35.29%	35.29%	
Delaware	21.85%	21.50%	20.20%	20.00%	31.60%	35.29%	35.29%	35.29%	
Florida	22.65%	21.95%	20.40%	20.10%	32.30%	35.29%	35.29%	35.29%	
Georgia	22.65%	21.95%	20.40%	20.10%	32.30%	35.29%	35.29%	35.29%	
Hawaii	30.65%	30.65%	29.05%	27.10%	41.00%	35.29%	35.29%	35.29%	
Idaho	24.35%	23.10%	21.65%	20.65%	33.80%	35.29%	35.29%	35.29%	
Illinois	23.90%	22.90%	20.85%	20.50%	33.40%	35.29%	35.29%	35.29%	
Indiana	23.65%	22.65%	21.15%	20.40%	33.20%	35.29%	35.29%	35.29%	
Iowa	34.75%	32.65%	30.85%	29.25%	44.55%	35.29%	35.29%	35.29%	
Kansas	21.40%	21.05%	19.80%	19.64%	31.20%	35.29%	35.29%	35.29%	
Kentucky	21.30%	21.05%	19.80%	19.60%	31.00%	35.29%	35.29%	35.29%	
Louisiana	21.30%	21.05%	19.80%	19.60%	31.00%	35.29%	35.29%	35.29%	
Maine	22.40%	21.80%	20.50%	20.00%	32.05%	35.29%	35.29%	35.29%	
Maryland	23.40%	22.45%	20.75%	20.50%	32.95%	35.29%	35.29%	35.29%	

¹ Note: The Work Experience markup does not include any charges for ACA due to the expectation that these workers will work part time and or otherwise not be eligible for ACA coverage options. On an individual basis, if a temporary worker in the Work Experience program becomes eligible for ACA and Acro incurs ACA related direct costs, such costs will be billed to the County on an actual expense basis.

Massachusetts	26.40%	24.50%	22.25%	21.75%	35.25%	35.29%	35.29%	35.29%
Michigan	25.35%	23.95%	21.95%	21.40%	34.75%	35.29%	35.29%	35.29%
Minnesota	24.15%	22.95%	21.10%	20.65%	33.56%	35.29%	35.29%	35.29%
Mississippi	21.65%	21.25%	19.90%	19.70%	30.90%	35.29%	35.29%	35.29%
Missouri	25.15%	23.65%	21.70%	21.00%	34.50%	35.29%	35.29%	35.29%
Montana	25.15%	23.65%	21.70%	21.00%	34.50%	35.29%	35.29%	35.29%
Nebraska	21.65%	21.25%	19.90%	19.70%	31.40%	35.29%	35.29%	35.29%
Nevada	24.15%	23.90%	21.75%	21.20%	34.25%	35.29%	35.29%	35.29%
New Hampshire	21.65%	21.25%	19.90%	19.70%	31.25%	35.29%	35.29%	35.29%
New Jersey	23.95%	22.90%	21.10%	20.75%	33.50%	35.29%	35.29%	35.29%
New Mexico	35.15%	33.45%	31.30%	30.50%	45.25%	35.29%	35.29%	35.29%
New York	23.55%	22.55%	21.00%	20.65%	33.10%	35.29%	35.29%	35.29%
North Carolina	26.55%	24.60%	22.35%	21.40%	35.75%	35.29%	35.29%	35.29%
North Dakota	20.65%	20.75%	19.50%	19.50%	30.75%	35.29%	35.29%	35.29%
Ohio	31.50%	30.85%	29.40%	29.10%	41.90%	35.29%	35.29%	35.29%
Oklahoma	21.35%	21.05%	19.75%	19.65%	31.10%	35.29%	35.29%	35.29%
Oregon	24.55%	24.00%	21.90%	21.15%	34.40%	35.29%	35.29%	35.29%
Pennsylvania	25.65%	24.35%	22.40%	21.80%	35.15%	35.29%	35.29%	35.29%
Rhode Island	30.25%	27.45%	24.65%	23.65%	39.20%	35.29%	35.29%	35.29%
South Carolina	21.80%	21.35%	20.00%	19.75%	31.50%	35.29%	35.29%	35.29%
South Dakota	29.00%	28.75%	27.45%	27.35%	39.45%	35.29%	35.29%	35.29%
Tennessee	21.85%	21.85%	20.00%	20.00%	32.35%	35.29%	35.29%	35.29%
Texas	23.55%	22.30%	20.50%	20.50%	33.10%	35.29%	35.29%	35.29%
Utah	22.95%	22.15%	20.30%	20.25%	32.70%	35.29%	35.29%	35.29%
Vermont	22.95%	22.15%	20.30%	20.25%	32.70%	35.29%	35.29%	35.29%
Virginia	22.95%	22.15%	20.30%	20.25%	32.70%	35.29%	35.29%	35.29%
Washington	28.80%	28.55%	24.65%	24.65%	38.85%	35.29%	35.29%	35.29%
West Virginia	40.00%	39.45%	37.65%	37.65%	51.15%	35.29%	35.29%	35.29%
Wisconsin	22.25%	22.25%	20.85%	20.20%	45.15%	35.29%	35.29%	35.29%
Wyoming	30.10%	27.00%	22.80%	22.90%	38.90%	35.29%	35.29%	35.29%
All States - Markup for 1099 Legal and Medical Independent Contractor Professionals							9.50%	9.50%
All States - Temporary employees requiring Medical Credentialing will be billed an additional flat fee to County of \$1,500.								
All States - Temporary employees that required to provide their own malpractice or other similar professional liability insurance shall be billed at a markup of 41.55%.								

Effective 07/01/13

Amendment #4

SERIAL 11143-RFP TEMPORARY STAFFING AND RELATED SERVICES

Between
Acro Service Corporation
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and Acro Service Corporation ("Acro") have entered into Contract for Temporary Staffing and Related Services dated March 28, 2012 ("Agreement") and effective April 1, 2012, County Contract Serial Number 11143-RFP.

WHEREAS, County and Acro have agreed to further modify the Agreement by changing terms and conditions;

Now, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, in receipt of which is hereby acknowledged, the parties hereto agree as follows:

The following job category, job description and rates will be added to the Agreement:

ARMED GUARD SECURITY SERVICES

1. SUMMARY:

- Required Uniformed Armed Security services:
 - Fingerprint & Background clearance as reflected by a current armed / guard card issued by the State of Arizona
 - Successfully completed and current Firearm proficiency training certification
 - Current in all licenses
 - Current CPR and First Aid certification
 - Uniform required – Uniform shirt and trousers, badge, name tag; work shoes/boots (no athletic shoes). Duty belt should include OC spray, handcuffs and/or firearm if required
- Personnel activities shall be coordinated with the designated Manager or designee
 - Enforce policies and regulations
 - Communicate all issues with Manager or designee
 - Complete daily activity reports and monthly reports and provide to customer accordingly
- Conduct internal and external patrols, as required
 - Escort visitors and vendors if requested
 - Spot check building for safety hazards, monitor secured areas and be knowledgeable of staff access
 - Conduct Monthly evaluations of safety equipment to include fire extinguishers, exit signs and emergency lighting and provide communication on any non-functioning equipment or broken facility equipment if requested from the County
- Ability to work with diverse population
 - Dealing with all individuals in a professional courteous manner
 - Experience with conflict resolution
 - Assist staff with security related issues
 - Available to assist staff with difficult situations relating to staff and customers

- Work week not to exceed 40 hours per assigned security guard

- Lunch periods:

Lunch periods will range from 30-60 minutes and will be determined by the responsible Manager or designee. Payments shall not be made for lunch periods.

- Background Screening:

Additional background checks provided by the County maybe required for all temporary employees of Contractor's staff providing services to the County. The contract guard company is responsible for making sure their guards have a current armed / guard card issued by the State of Arizona.

Individual temporary employment candidates maybe are 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.

- 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 for temporary employees who are placed with the County. These tests are normally conducted randomly, on a random number of temporary employees, in safety-sensitive positions, and consist of a urine sample.

- Once the temporary employee fails a drug test, the temporary employee will no longer be eligible for temporary employment by any County agency. 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.

- Additional Certification(s):

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

- 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.

- Hours of Work:

There will be requirements for day, evening and weekend work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend work shall not be considered overtime. It is anticipated that Contractor shall provide personnel to meet the request of any work time required over forty (40) hours per personnel. If it is determined that overtime is required, overtime must be pre-approved in writing, by the Responsible Manager in order to be reimbursable.

- Dress and Equipment:

Contractors shall send temporary employees 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.

- Communication Skills:

Unless otherwise requested, all temporary 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 temporary 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.

- Courtesy and Cordiality Towards Others:

Temporary employees shall be respectful of all people with whom they interact. The County reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals.

- Transportation and Parking:

It will be the Contractor or temporary employee's responsibility to provide transportation to and from the required locations. Driving may be a requirement of this job. Having a valid Arizona Drivers License in good standing is required.

- Privacy Act:

At times 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.

- 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.

- Protect the safety of persons on site
- Professional conduct is required: polite, courteous, respectful, and responsive to all individuals
- Prohibit entry into secure areas by anyone other than authorized individuals as directed
- Prevent fire, theft, vandalism and trespassers on the property
- Contract guard service must provide a procedure manual for responding to medical emergencies, bomb threats, riots, fires, disruptive persons and other emergencies
- Monitor security consoles (*i.e.*, employee access control and alarm computer, CCTV video monitors, DVRs); as well as:

SERIAL 11143-RFP

- Be familiar with and implement emergency fire or fire alarm including familiarity with floor plans with locations of fire alarm pull boxes, fire extinguishers, fire alarm monitoring panel and other life/safety systems;
- 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;
- 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. If keys are 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.
- Patrol the interior and exterior of the facility. Interior Patrols consists of:
 - ⊖ Patrol the interior and exterior of the building(s)
 - Walk the facility monitoring offices, classes, employees and customers areas without disruption
 - Patrolling the common computer lab if applicable, visually scan customers computer monitors to ensure that there are no inappropriate websites being used i.e. anything with sexual content. If this occurs, verbally warn customer and notify management so they can continue to monitor that customers station;
 - Checking for unauthorized open doors i.e. exit and storage doors
 - Checking for leaks or damages, and identifying anything out of the ordinary
 - Patrol the interior of the building at the end of the work day, ensure all staff and visitors have left the building, turn off all lights, lock all doors and set alarm system if applicable.
 - Patrol the exterior of the facility as directed. Exterior Patrol consists of:
 - Patrols prior to the arrival of staff and at the end of the work day.
 - Monitor people entering the building with any type of prohibited weapon, food or drink
 - Checking customer parking and employee parking areas, monitoring for any suspicious activity or vandalism
 - Report any unusual incidents or hazardous conditions
 - Maintain a daily log for each shift in accordance with all policies for the Site (e.g. sign in and sign out requirements for visitors)
 - Maintain log of all security violations and report occurrences to Responsible Manager as quickly as possible considering the nature of the violation
 - Be familiar with procedures for receiving and forwarding requests for maintenance
 - Comply with all FCC rules and regulations when using ~~assigned~~ communication devices which must be supplied by the contract guard service unless stated by the County
 - The use of cell phones is strictly prohibited, except as required to perform assigned duties
 - Personal electronic devices, portable electronic devices or reading materials not related to assigned duties are prohibited
 - Engaging in or conducting any personal business or business outside of the assigned responsibilities is strictly prohibited
 - Socializing is prohibited; no visitors in the building before or after work hours. Conversations with staff and customers is to remain cordial and brief

	Min	Max
Pay Rate:	\$13.00	\$22.00
Bill Rates:	\$18.82	\$31.84
Mark up	44.74%	

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, this amendment is executed on the date executed.

ACRO SERVICE CORPORATION



Authorized Signature

Kent L. Stastny, Vice President, MSP Solutions

Printed Name and Title

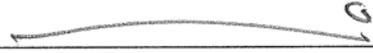
39209 W. Six Mile Rd, Suite 250, Livonia, MI 48152

Address

July 1, 2013

Date

MARICOPA COUNTY:

_____ 
Chief Procurement Officer

Date 7/3/13

ATTESTED:

Clerk of the Board

Date

APPROVED AS TO FORM:

County Legal Council

Date

EFFECTIVE 04/09/15

AMENDMENT # 5

Serial 11143-RFP Temporary Staffing and Related Services
 Between
 ACRO Service Corporation
 &
 Maricopa County, Arizona

THIS AMENDMENT to the Contract Pursuant to RFP, Serial 11143-RFP, by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Acro Service Corporation, a Michigan corporation ("Contractor") ("Amendment") is dated March 20, 2015.

BACKGROUND

- A. County and Contractor are parties to a Contract Pursuant to RFP for Temporary Staffing and Related Services dated March 28, 2012 and its extension ("Agreement"); and
- B. Pursuant to section 2.2 (ii) Fee Adjustment, due to the increase in costs resulting from the Patient Protection and Affordable Care Act (ACA) Employer Mandate, effective January 1, 2015, the Parties hereby amend the Agreement between them as set forth below.

AMENDMENT

- 1. **Increases to Mark up.** Based on the estimated cost increases, the Parties agree to the following price increases in the various labor categories:

Labor Category	Increase to Mark up
Accounting, Call Center, General Administrative, Human Resources, Human Services, Insurance, Media, Tax	2.65%
IT, and Technical	1.50%
Security, Laborer/Industrial, and Trades	2.85%
Medical	2.45%

- 2. In connection with these increases, Contractor agrees to provide County on a bi-annual basis data showing the actual cost impact on the various above labor categories resulting from ACA.
- 3. **Relationship to Agreement.** Capitalized terms used but not defined in this Amendment have the meanings given to them in the Agreement. All other terms and conditions of the Agreement not specifically modified by this Amendment will remain unchanged and in full force and effect. If

there is a conflict or inconsistency between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment will control.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Amendment as evidenced by the signatures of their authorized representatives below.

MARICOPA COUNTY

ACRO SERVICE CORPORATION

By: 

By: 

Name: Wesley L. Baysinger

Name: R. E. Faber

Title: CPO

Title: Exec. V. P.

4/2/15

AMENDMENT # 6

Serial 11143-RFP Temporary Staffing and Related Services
Between
ACRO Service Corporation
&
Maricopa County, Arizona

THIS AMENDMENT to the Contract Pursuant to RFP, Serial 11143-RFP, by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Acro Service Corporation, a Michigan corporation ("Contractor") ("Amendment") is dated April 1st, 2015.

BACKGROUND

- A. County and Contractor are parties to a Contract Pursuant to RFP for Temporary Staffing and Related Services dated March 28, 2012 and its extension ("Agreement"); and
- B. Pursuant to section 2.2 (i) and 2.2 (ii) Fee Adjustment, due to mandatory changes in the minimum/living wage laws and mandatory paid sick leave ordinances for various states and localities, along with mutually agreed changes to Payroll Service, Medical and IT pricing to improve service delivery and subcontractor supplier performance the Parties hereby amend the Agreement between them as set forth below.

AMENDMENT

1. Minimum Wage, Living Wage and Mandatory Health and Welfare Benefits:

Attached to this amendment is a revised Exhibit B pricing sheet that incorporates the current minimum wage requirements by state. For cities and counties that require a combined minimum wage, a minimum living wage, additional mandatory health and welfare benefit or other mandated wages or benefits, (defined herein as the Minimum Required Wage) excluding mandatory paid sick leave, that is higher than the "Pay Rate – Low" listed in Exhibit B, the Pay Rate – Low will be replaced by the Minimum Required Wage for the purpose of calculating the regular and overtime billing rates. The hourly billing rate charged by Contractor to County for these positions will be calculated by multiplying the Minimum Required Wage by the markup identified in Exhibit B, associated with the job position and location. For temporary employees whose wage rates are higher than the state minimum wage, but Contractor is required to pay the temporary employee additional hourly health and welfare benefits, the billing rate charged by Contractor to the County will be calculated by adding the required additional hourly health and welfare benefit to the temporary employees wage rate and multiplying the result by the regular straight time markup listed in the pricing sheet for the applicable job position and location.

2. Mandatory Paid Sick Leave

County agrees that mandatory paid sick leave for temporary employees is billable to County and Contractor will invoice County for mandatory paid sick leave as follows:

- a. For states, counties and cities that mandate paid sick leave and do not require accrued unused mandatory sick leave pay to be remitted to the temporary employee upon termination of employment, Contractor will bill County for paid sick leave on an actual incurred basis at the regular straight time hourly bill rate

for eligible paid sick leave incurred by the employee, not to exceed 8 hours of paid sick leave per day.

- b. For states, counties and cities that mandate paid sick leave and do require accrued unused mandatory sick leave pay to be remitted to the temporary employee upon termination of employment, Contractor will increase the billing rate for all regular straight time hours billed to the County by adding zero point six (0.6) markup points multiplied by the number of days of sick leave pay required by the state, county or city to regular markup, listed in Exhibit B, C, D or E as applicable.

3. Payroll Service, IT and Medical Pricing: (Exhibit C, D and E)

- a. Exhibit C (IT) and D (Medical) are hereby modified as follows:
 - i. Column C – Low Pay Rate is deleted in its entirety.
 - ii. Column D – High Pay rate is deleted in its entirety.
 - iii. Column E – Unused is deleted in its entirety
 - iv. Column F – Regular Markup is deleted in its entirety.
- b. Exhibit E (Payroll Services) is hereby modified as follows:
 - i. The regular payroll service markups for Industrial/Labor, Food Workers, Security, Legal and Medical categories are deleted and replaced with 35.29%.
 - ii. If a payroll service temporary employee in the Legal job category is required to provide their own malpractice insurance, the markup shall be 41.55%.
 - iii. Contractor fees for medical credentialing if required, are billable to the County at the fixed rate \$1,500 per temporary employee.

4. Relationship to Agreement. Capitalized terms used but not defined in this Amendment have the meanings given to them in the Agreement. All other terms and conditions of the Agreement not specifically modified by this Amendment will remain unchanged and in full force and effect. If there is a conflict or inconsistency between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment will control.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Amendment as evidenced by the signatures of their authorized representatives below.

MARICOPA COUNTY

ACRO SERVICE CORPORATION

By: _____

By: _____

Name: Lesly L. Bayouger

Name: R. T. SHAHANI

Title: 5/27/15

Title: PRESIDENT AND CEO

EFFECTIVE 02/01/2016

SERIAL 11143-RFP

AMENDMENT # 7

Serial 11143-RFP Temporary Staffing and Related Services
 Between
 ACRO Service Corporation
 &
 Maricopa County, Arizona

THIS AMENDMENT to the Contract Pursuant to RFP, Serial 11143-RFP, by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Acro Service Corporation, a Michigan corporation (“Contractor”) (“Amendment”) is dated January 29, 2016.

BACKGROUND

- A. County and Contractor are parties to a Contract #11143 Pursuant to RFP for Temporary Staffing and Related Services dated March 28, 2012 and its extension (“Agreement”); and
- B. County has elected to establish a Work Experience Program for eligible Workforce Investment and Opportunity Act (WIOA) participants through the Maricopa County Human Services Department – Workforce Development Division – Maricopa Workforce Connections (MWC).
- C. The Work Experience Program is a planned, structured learning experience that takes place in a workplace setting for a limited period of time for eligible individuals (hereafter “participants”) seeking to gain work experience. In connection with County’s participation in this Program, the parties hereby amend the Agreement between them as set forth below.

AMENDMENT

- 1. Payroll service pricing for the Work Experience Program shall be as follows:

Labor Category	Markup
Accounting, Call Center, General Administrative, Human Resources, Human Services, Insurance, Media, Tax, IT, Technical	36.7%
Trades	36.7%
Legal, Medical, Security, Laborer/Industrial	36.7%

The above markups do not include any ACA costs that Acro may incur because the participants are expected to work part time and not be eligible for ACA coverage. In the event that a participant becomes eligible for ACA coverage and Acro incurs costs related to the provision of ACA benefits for any participant, Acro shall invoice the County at cost for providing ACA coverage to such participants and the County agrees to pay such Acro invoices.

- 2. County shall be solely responsible for recruiting, qualifying and selecting individuals to participate in the Work Experience Program. County shall refer those individuals to Contractor for hire by Contractor. If such referred individuals are acceptable to Contractor, they will be hired by Contractor and Contractor will administer the payroll processing for each participant, based on County-approved time records submitted to Contractor on a weekly basis. Participants will work under the County’s supervision and control at County-specified locations. County will

SERIAL 11143-RFP

assign participants to local businesses for a 10-16 week job training experience. Contractor shall manage the provision of services by the participants to County in accordance with the provisions of the Agreement except that (1) County shall be responsible for and will administer any pre-screening processes, including background checks and drug screens; (2) County shall assume sole responsibility for the participants acts and omissions and for qualification, hiring, placement, discipline and termination of employment decisions pertaining to the participants; (3) the participants shall not be considered a person for whose acts and omissions the Contractor (a) may be legally liable and/or (b) must indemnify County as described in Section 6 of the Agreement; and, (4) Contractor shall not be liable or be required to indemnify County under Section 6 of the Agreement for any claims that arise with respect to the services being provided under this Amendment #7 except the claims that are caused solely by Contractor's gross negligence or willful misconduct.

- 3. Relationship to Agreement.** Capitalized terms used but not defined in this Amendment have the meanings given to them in the Agreement. All other terms and conditions of the Agreement not specifically modified by this Amendment will remain unchanged and in full force and effect. If there is a conflict or inconsistency between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment will control.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Amendment as evidenced by the signatures of their authorized representatives below.

MARICOPA COUNTY

ACRO SERVICE CORPORATION

By: _____
Name: Wesley B. Bassinger
Title: CFO

By: R. Shahani
Name: R. T. Shahani
Title: President

EFFECTIVE 04/15/2016

AMENDMENT # 8

Serial 11143-RFP Temporary Staffing and Related Services
 Between
 ACRO Service Corporation
 &
 Maricopa County, Arizona

THIS AMENDMENT to the Contract Pursuant to RFP, Serial 11143-RFP, by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Acro Service Corporation, a Michigan corporation ("Contractor") ("Amendment") is dated April 21, 2016.

BACKGROUND

- A. County and Contractor are parties to a Contract Pursuant to RFP for Temporary Staffing and Related Services dated March 28, 2012 and its extension ("Agreement"); and
- B. County has agreed to increase the markup for Job Positions Unarmed Security Guard and Security Officer in recognition that local labor market conditions require the increase to ensure continued availability of temporary workers in these positions. The new agreed upon markup is 47.59%.

AMENDMENT

- 1. Currently, Pricing Exhibit B – AZ Tab, Line Item 188 and 189 reads as follows:

Position Category	Job Position	Pay Rate - Low	Pay Rate - High	Regular Markup	Regular Bill Rate Low	Regular Bill Rate High	Overtime Markup	Overtime Bill Rate Low	Overtime Bill Rate High
Security	Security Guard	\$ 8.99	\$ 17.57	38.86%	\$ 12.48	\$ 24.39	24.00%	\$ 16.72	\$ 32.67
Security	Security Officer	\$ 13.31	\$ 17.81	38.85%	\$ 18.48	\$ 24.73	24.00%	\$ 24.76	\$ 33.13

This amendment replaces Line Item 188 and 189 with the following:

Position Category	Job Position	Pay Rate - Low	Pay Rate - High	Regular Markup	Regular Bill Rate Low	Regular Bill Rate High	Overtime Markup	Overtime Bill Rate Low	Overtime Bill Rate High
Security	Security Guard	\$ 8.99	\$ 17.57	47.59%	\$ 13.26	\$ 25.92	24.00%	\$ 16.72	\$ 32.67
Security	Security Officer	\$ 13.31	\$ 17.81	47.59%	\$ 19.64	\$ 26.29	24.00%	\$ 24.76	\$ 33.13

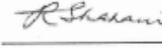
- 2. **Relationship to Agreement.** Capitalized terms used but not defined in this Amendment have the meanings given to them in the Agreement. All other terms and conditions of the Agreement not specifically modified by this Amendment will remain unchanged and in full force and effect. If there is a conflict or inconsistency between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment will control.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Amendment as evidenced by the signatures of their authorized representatives below.

MARICOPA COUNTY

ACRO SERVICE CORPORATION

By: 

By: 

Name: Wesley L. Baysinger

Name: R. T. Shahani

Title: CPO
5/26/16

Title: President

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

PRICING SHEET: 96269

Terms: NET 30

Vendor Number: 2011001578 0

Telephone Number: ~~(734) 591-1100~~ **734-542-4222**

Fax Number: (734) 591-1217

Contact Person: ~~Kent Statsny~~ **Bill Brancheau**

E-mail Address: kents@acrocorp.com wbrancheau@acrocorp.com

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2015 2017 2018.**